

Proceedings
of the
County Board
of
McLean County,
Illinois

November 18, 2003

*Subject to approval at
December 16, 2003
County Board Meeting*



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November 18, 2003

The McLean County Board met on Tuesday, November 18, 2003 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Bostic and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Stan Hoselton, Chris Kalapp, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, and Michael Sweeney.

The following Member was absent:

Member Sonny Rodgers.

Appearance by Members of the Public and County Employees:

Chairman Sweeney stated the following: we have five items. The first agenda item for the County Board was a public hearing required by the Bond Issue Notification Act of the State of Illinois, as amended (the "*BIN(A) Hearing*"), to receive public comments in connection with the proposed amended Lease Agreement in the additional principal amount of \$2,600,000.00 between the County and the City of Bloomington, McLean County, Illinois, as lessees, and the Public Building Commission of McLean County, Illinois, McLean County, Illinois as lessor, relating to the acquisition and improvement of an office building. The Chairman stated that the payments to be made by the County pursuant to the amended Lease Agreement would be a general obligation of the County. The Chairman explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect to the proposed amended Lease Agreement.

The Chairman opened the discussion and explained that the reasons for the proposed amended Lease Agreement were as follows: to complete the necessary renovations to the heating, air conditioning, and ventilation systems at the Government Center Office Building, as previously approved by the County Board in September, 2002.

Whereupon the Chairman asked for additional comments from the County Board Members. Additional comments were made by the following: None.

Written testimony concerning the proposed amended Lease Agreement was read into the record by the County Clerk: None.

Whereupon the Chairman asked for oral testimony or any public comments concerning the proposed amended Lease Agreement: None.

The Chairman then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed amended Lease Agreement.

Members Nuckolls/Bostic moved that the BINA Hearing be finally adjourned. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion.

Upon the roll being called, the following County Board Members voted:

AYE: Hoselton, Cavallini, Sorensen, Dean, Bostic, Moss, Bass, Gordon, Selzer, Rackauskas, Berglund, Segobiano, Renner, Ahart, Kalapp, Nuckolls, and Owens.

NAY: None

Whereupon the Chairman declared the motion and the BINA Hearing was finally adjourned.

The Pantagraph Publishing Co. hereby certifies that it is now and has been for more than one year continuously, d/b/a **The Pantagraph**, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that **The Pantagraph** is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

IN WITNESS WHEREOF, THE SAID PANTAGRAPH PUBLISHING CO. d/b/a **The Pantagraph** has caused its name to be hereunto signed by its Publisher, Financial Director, Accounting Manager on this 2nd day of November, 2003.

By

James Barth
Accounting Manager

STATE OF ILLINOIS,
COUNTY OF MCLEAN
CITY OF BLOOMINGTON

SS:

Sworn to and subscribed before me

this _____ day of _____, 2003

The costs of advertising and proof,
has been paid.

\$ 99.36

By _____

NOTICE OF A PUBLIC
HEARING CONCERNING
THE INTENT OF THE
COUNTY BOARD OF THE
COUNTY OF MCLEAN,
ILLINOIS TO APPROVE
AND EXECUTE AN
AMENDED LEASE IN THE
ADDITIONAL PRINCIPAL
AMOUNT OF \$2,600,000.00
LIC NOTICE IS HEREBY
GIVEN that the County
Board of the County of
McLean, Illinois, (the
"County"), will hold a public
hearing on the 18th day of
November, 2003, at 9:00
o'clock A.M. The hearing
will be held at the McLean
County Law and Justice
Center, Room 700, 104
West Front Street, Bloom-
ington, Illinois. The pur-
pose of the hearing will be
to receive public comments
on the proposal by the Coun-
ty to enter into an amended
Lease Agreement in the ad-
ditional principal amount of
\$2,600,000.00 with the Pub-
lic Building Commission of
McLean County, Illinois,
McLean County, Illinois for
the purpose of acquiring
and improving an office
building. The payments re-
quired under the Lease
Agreement will be a general
obligation to the County.
By order of the County Board
of the County of McLean,
Illinois.
Dated this 21st day of Octo-
ber, 2003.

Peggy Ann Milton,
County Clerk

At 9:15 a.m., the Chairman announced that the Board would next conduct a public hearing as required by the Public Building Commission Act of the State of Illinois, as amended (the "*PBC Hearing*"), on the proposed amended Lease Agreement. The Chairman announced that all persons attending the PBC Hearing would now be given the opportunity to express their views for or against the proposed amended Lease Agreement. All persons who appeared at the PBC Hearing who desired to do so then expressed their views regarding these subjects, and were given full opportunity to be heard. The persons so speaking were as follows: None.

All persons who wished to file written comments were then given the opportunity to do so. The persons filing written statements being as follows: None.

Written statements had been received and filed with the County Clerk before the meeting as follows: None.

All persons desiring to speak or submit written comments had been permitted to do so, the Chairman announced that the PBC Hearing was concluded. Members Renner/Berglund moved that the PBC Hearing be finally adjourned. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion.

Upon the roll being called, the following County Board Members voted:

AYE: Hoselton, Cavallini, Sorensen, Dean, Bostic, Moss, Bass, Gordon, Selzer, Rackauskas, Berglund, Segobiano, Renner, Ahart, Kalapp, Nuckolls, and Owens.

NAY: None

Whereupon the Chairman declared the motion carried and the PBC Hearing was finally adjourned.

Other business not pertinent to the conduct of the BINA Hearing and the PBC Hearing was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was finally adjourned.

The Pantagraph Publishing Co. hereby certifies that it is now and has been for more than one year continuously, d/b/a **The Pantagraph**, a daily secular newspaper of general circulation in said County, printed and published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that **The Pantagraph** is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

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By

Charles Bark
Accounting Manager

STATE OF ILLINOIS,
COUNTY OF MCLEAN
CITY OF BLOOMINGTON

} SS:

Sworn to and subscribed before me
this ____ day of _____, 2003

The costs of advertising and proof,
has been paid.

\$ 92.88

By _____

NOTICE OF THE PUBLIC
HEARING ON AN
AMENDED LEASE
Between The County of
McLean, Illinois, and the
Public Building Commission
of McLean County, Illinois,
McLean County, Illinois.
A public hearing regarding an
amended lease between
The County of McLean, Illi-
nois, and the Public Build-
ing Commission of McLean
County, Illinois, McLean
County, Illinois as lessor,
will be held by the County
Board of said County on the
18th day of November,
2003, at 9:10 o'clock A.M.
at the McLean County Law
and Justice Center, Room
700, 104 West Front Street,
Bloomington, Illinois. The
largest additional yearly rent-
al payment set forth in the
amended lease will not ex-
ceed \$250,000.00. The max-
imum length of the amend-
ed lease is 20 years.
The purpose of the lease is
to acquire and improve an
office building to be leased
by said Commission to said
County and the City of Bloo-
mington, McLean County, Il-
linois.
Dated this 21st day of Octo-
ber, 2003.
By Order of the
County Board of The
County of McLean, Illinois
Peggy Ann Milton,
County Clerk

Mr. Zeunik stated the following:

Mr. Chairman and Members of the McLean County Board:

In accordance with Chapter 35, Section 200 of the *Illinois Compiled Statutes*, a Notice of Proposed Property Tax Increase for McLean County, Illinois, was published in *The Pantagraph*, a newspaper of general circulation in McLean County, on Sunday, November 9, 2003. The notice was published not more than 14 days nor later than 7 days prior to the date of the public hearing. The notice was published in accordance with the requirements set forth in the Property Tax Code. The notice was published as follows:

**NOTICE OF PROPOSED PROPERTY TAX INCREASE
FOR McLEAN COUNTY, ILLINOIS**

I. A public hearing to approve a proposed property tax levy increase for McLean County, Illinois, for the fiscal year 2004 (January 1, 2004 – December 31, 2004) will be held on Tuesday, November 18, 2003, at 9:15 a.m. in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. John M. Zeunik, McLean County Administrator, McLean County Law and Justice Center, Room 701, 104 West Front Street, Bloomington, Illinois 61702-2400, telephone (309) 888-5110.

II. The Corporate and Special Purpose property taxes extended or abated for the fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$19,699,124.90.

The proposed Corporate and Special Purpose property taxes to be levied for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$20,753,956.00. This represents a 5.35% increase over the previous year.

III. The property taxes extended for debt service and Public Building Commission leases for fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$4,314,594.24.

The estimated property taxes to be levied for debt service and Public Building Commission leases for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$4,511,489.00. This represents a 4.56% increase over the previous year.

IV. The total property taxes extended or abated for fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$24,013,719.14.

The estimated total property taxes to be levied for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$25,265,445.00. This represents a 5.21% increase over the previous year.

The proposed 5.21% Property Tax Increase for McLean County, Illinois is a result of the following budgetary and economic issues facing County government.

First, the Fiscal Year 2004 Recommended Budget for McLean County's General Fund, the County's primary operating fund and the County's largest fund, projects a decline in State Income Tax revenues of \$250,000.00, as a result of action by the Illinois State Legislature that

changed the distribution formula for the local government share of State Income Tax receipts. The continuing economic slowdown in Illinois impacts the revenues to be received from the State Personal Property Replacement Tax. In Fiscal Year 2004, County government expects to receive \$64,057 less than in Fiscal Year 2003. The County's share of Personal Property Replacement Tax dollars is expected to decrease by 7.41% in Fiscal Year 2004.

The significant decrease in State Local Income Tax Distributive revenue and Personal Property Replacement Tax revenue are contributing factors in an increase of \$380,178.00 or 5.92% in the General Fund property tax levy.

In addition, County government's overall property tax levy increases as a result of an I.M.R.F. rate increase for regular employees and for Sheriff's Law Enforcement personnel. The combined rate increases for these employee groups results in a 26.31% increase in the I.M.R.F. tax levy in Fiscal Year 2004. The I.M.R.F. employer rate increase reflects the decline in earnings on investment by I.M.R.F. during the past three years.

County government's overall property tax levy increases as a result of an increase in the tax levy for the following three Special Revenue Funds. The TB Care and Treatment Fund increases 6.38% as a result of a significant increase in the cost and utilization of prescription medications used to treat highly contagious and drug resistant cases of tuberculosis. The Tort Judgement Fund increases by 5.56% due to the increasing cost of public sector liability reinsurance and the increase in the cost of property insurance. Finally, the 115 Government Center Additional Rental Operations and Maintenance Fund increases 159.93% as a result of the anticipated occupancy of the City-County Government Center building during the fourth quarter of Fiscal Year 2004.

Chairman Sweeney asked the following: are there any public comments or discussions? Member Owens stated the following: everyone is talking about their budgets and about the increases that are going to take place. Within this next year, the overall tax rate for the County's portion is going down from \$.93 to \$.92. I verified this with Mr. Zeunik. Even though our spending for health insurance and various other increases are in our budget, the general property tax rate on the County's part is decreasing. So again, many people see this Truth in Taxation and they see the 5.35% increase and they get all upset but the overall tax is going down. So I am glad to see that and I support the budget. Members Owens/Rackauskas moved the County Board approve the Proposed Property Tax Increase for McLean County for Fiscal Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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John M. Zeunik
County Administrator
McLean County, Illinois

Ms. Gina R. Martin stated the following: I appreciate the opportunity to be here this morning. I am here for two reasons. The first is to recognize people in the community who in times of grief have looked beyond the loss and have shared the gift of organ and tissue donation. It is an amazing gift. I meet people every day that are on waiting lists of over 700,000 people waiting for some type of transplant, maybe a heart so they can see their grandchildren grow up, or maybe it's a cornea so they can see their daughter walk down the aisle, or maybe it is skin so that they can recover until they get their own grafts. The second reason I am here is to recognize Coroner Beth Kimmerling and her staff for the time, effort, and kindness that they show to families in their time of grief. Every day, the American Red Cross works with people who have disasters, maybe on a large scale, maybe it is your home that burned down, but really the greatest disaster that you and I can ever face is the loss of a loved one. Every day, Beth and her staff go up to a door, knock on it, and lives change. However, they take the time and show compassion and they offer the opportunity for the families to share the gift of organ and tissue donation. It is an amazing gift. Saturday at a memorial service, a couple stood up and gave a testimony. They lost their 22-year-old suddenly in a car wreck and they said they were able to donate, give the gift of corneas, and the gift of bone. They met the individual that would get the cornea, an elderly lady whose life had absolutely come to a stop. She couldn't drive or go to the store. When they saw her and looked at her eyes, they saw their daughter. Those are the kinds of stories I hear. Those are the kinds of things that your staff here at the McLean County Coroner's Office deal with every day. I want to take the time to thank you for letting me come here and I want to recognize Beth and her staff in appreciation of the kindness they give to the families. They make a difference. Beth Kimmerling stated the following: it wouldn't be appropriate for me to accept this on my own so I brought ¾ of my staff. For those of you who haven't met them, this is Gary Morefield, David Killian, and my Chief Deputy Marla Nafziger. Truly I do approach families but it is my deputies who do most of the approaching for me and actually make this award possible. Please give them a round of applause.



**American
Red Cross**

TO: County Administrator John Zeunik
FROM: Gina R. Martin - American Red Cross Tissue Services
Coordinator
Subject: Attending Nov. 18th 2003 County Board Meeting for a
plaque presentation to the Coroner Beth Kimmerling for her
support of Organ and Tissue Donation

Dear Mr. Zeunik:

I would appreciate the opportunity to address the county board on
November 18th at 9:00 am to present a plaque to Beth and her staff
for all the support they have shown to your families in your
community in helping them share the gift of Tissue donation.
I can be reached at 309-370-0353
Thank you for considering this request

Sincerely

Gina R. Martin
American Red Cross Tissue Services

Together, we can save a life

Ms. Katherine Hurst stated the following: good morning ladies and gentlemen. I am Katherine Hurst and I would like to thank you very much for giving me a few moments to speak to you today. I am a member of the League of Women Voters of McLean County and the Alternatives to Jail Committee, and wish to address the issue of electronic monitoring. The Alternatives to Jail Committee, which was organized by the League of Women Voters, has spent years compiling information on electronic monitoring and other alternatives to jail. We consider electronic monitoring to be a necessity for McLean County for two reasons. One, is greater safety and the other is cost savings. Let's start with safety. The global positioning system, recommended by judges and the Probation Department, keeps a person under constant surveillance, every minute of the day and night. Those monitors will tell us where a person is within a few feet. A person wearing a monitor will constantly be reminded he or she is not free. Movement will be highly restricted to only approved places at approved times, such as to work or a doctor's office. Electronic monitoring is a way of watching a person's whereabouts in a community cell rather than a traditional jail cell. The company that will lease us the GPS instrument will alert us if a person is a few feet from his designated place or the designated time. Satellite technology and computerized watching will work. The wonderful aspect of GPS monitoring is the community can be made safer. No one in the County jail is sentenced for more than a year. Others are sent off to the state or federal penitentiary. The sentenced people are in our jail for relatively light criminal activity. Some of the obvious potential inmates for electronic monitoring are those sentenced to work release or incarcerated only on weekends. With GPS monitoring, keeping them in a community cell, we would know where they are at all times, not just the few hours they are in our brick and mortar jail cell. The Alternatives to Jail Committee has never suggested that people sentenced to violent crimes be placed under electronic monitoring. When we considered people who have been arrested and are awaiting trial, our public safety can be increased as well. Judges have the discretion of setting bond. Usually the more serious the crime, the higher the bond. If the accused can come up with the required amount of cash, he or she is released. Therefore, with our present system, we could easily have people accused of violent crimes on our streets. While we believe that our courts today use good judgment in bonding, the availability of electronic monitoring would give judges another option. They could require GPS monitoring along with cash bonds for pretrial release in cases with higher potential risk. It is important that electronic monitoring be available for lower risk pretrial and sentenced people. There would be space in our jail for people who really should be there for our added safety. Another compelling reason for introducing electronic monitoring is the potential cost savings to the County. It is much cheaper to have a person on an electronic monitor, for around \$20.00 per day, than to send someone to another County jail for around \$50.00 a day because ours is overcrowded. We understand that the McLean County jail population has risen in the last two months, requiring greater numbers at \$50.00 per day per inmate to be sent to other counties. If McLean County would choose to do what many counties do, we would require people on electronic monitoring to pay a daily fee further reducing the County's cost. The Justice Committee last year voted electronic monitoring a priority as did the County Board. We urge you to look beyond the initial cost of providing electronic monitoring to the overall safety and savings both short term and long term. It is imperative that at least a pilot program be launched in order to prove its safety, effectiveness, and its cost efficiency. The County Board is in the position to make electronic monitoring happen for McLean County. It is the Board's job to find a way to fund it without reducing other good programs. The League of Women Voters is confident you are a knowledgeable group of people and will see the wisdom and importance of getting electronic monitoring off the ground. Thank you for your time.

LEAGUE OF WOMEN VOTERS



114 S. Hershey Rd.
Bloomington, IL 61704
Telephone: (309)663-2998
E-Mail: Kbhurst114@aol.com
November 7, 2003

Mr. Michael F. Sweeney
Chairman, McLean County Board
8386 Blooming Grove Rd.
Bloomington, IL 61704

Mr. John M. Zeunik
McLean County Administrator
701 Law & Justice Center
P.O. Box 2400
Bloomington, IL 61702-2400

Dear Mr. Sweeney and Mr. Zeunik:

I would appreciate the opportunity to address the McLean County Board for approximately five minutes at its meeting on Tuesday, November 18. As a member of the the League of Women Voters of McLean County and the Alternatives to Jail Committee, I want to speak to the board members about electronic monitoring and the importance of including money for a pilot program in the coming year's budget.

I hope that someone will notify me that my request for a place on the board's agenda is approved. My telephone number and e-mail address are shown above.

Sincerely yours,

Katherine Hurst

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, September 16, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Downs Bridge Repair Petition
- C. Building & Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of David L. Price in case 03-66-S. He is requesting a special use to allow a rural home-based off-premise trucking business in the Agriculture District on property which is located in White Oak Township at 8104 U.S. Highway 150, Carlock
 - b) Approve the application of Matt Blain in case 03-67-Z. He is requesting a map amendment to change the zoning classification from Agriculture District to R-1 Single Family Residence District on property which is located in Dry Grove Township at 14091 Dry Grove Road, Bloomington
 - 2) Subdivision Cases:
 - a) Approve the application of Elmo and Lila Bland in case S-03-12. They are requesting to vacate a 10 foot portion of a front setback in order to reduce the front setback to 30 feet rather than 40 as recorded on property which is located in Old Town Township at 9635 Starlite Drive, Bloomington
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- 1) Items to be presented for Action:
 - a) Request Approval to discard proposals Received and issue new Request For Proposals for a Property Tax Software System – Information Services

Property Committee

- 1) Items to be presented for Action:
 - a) Request Approval of 2004 Approved Vendor List for Janitorial and Paper Supply

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

McLean County Regional Planning Commission

Mr. Don Fernandes

#3 Somerset

Bloomington, IL 61701

Appointed to a three year term to
expire on December 31, 2006

Mr. John Hanson

21 Buckhurst Circle

Bloomington, IL 61701

Appointed to a three year term to
expire on December 31, 2006

McLean County Extension Board

Ms. P.A. "Sue" Berglund

1019 East Olive Street

Bloomington, IL 61701

Appointed to a one year term to
expire on November 30, 2004

Ms. Diane Bostic

907 Mitsubishi Motorway

Normal, Illinois 61761

Appointed to a one year term to
expire on November 30, 2004

Mr. Bob Nuckolls

8 Scofield Court

Bloomington, IL 61704

Appointed to a one year term to
expire on November 30, 2004

McLean County Housing Authority

D. Gene Justin

Rural Route 3

Bloomington, IL 61704

Appointed to a five year term to
expire on December 26, 2008

APPOINTMENTS:

McLean County Regional Planning Commission

Mr. Bernard E. Anderson

12 Hidden Lake

Bloomington, IL 61704

Appointed to a three year term to
expire on December 31, 2006

2) RESIGNATIONS:

McLean County Regional Planning Commission

Mr. James Pearson

14 Hearthstone Court

Bloomington, IL 61704

- G. Approval of Resolutions of Congratulations and Commendation
- 1) Request Approval of a Resolution of Appreciation for former Board Member Susie Johnson
 - 2) Request Approval of Resolution of Congratulations for the 2003 University High Boys Golf Team

Sec. 2003 Downs R. D. Non-MFT Bridge Repair

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

2003 Downs R. D. Non-MFT Bridge Repair Drainage Structure at 950 feet south of the Intersection of
2350 East & 400 North

Gentlemen:

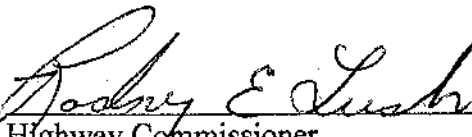
Downs Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the Illinois Compiled Statutes as amended; repair a drainage structure located at 2350 E & 380 N in Downs Road District.

That of the funds appropriated at the November 2002 meeting of the McLean County Board, \$ 7,000.00 be used as the County's share of the cost of this structure.


Downs Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

Downs Road District further states that the County Engineer of Highways has made a survey of the damage and has determined that repairs are necessary and has estimated that the cost of the repair work shall be \$ 14,000.00.

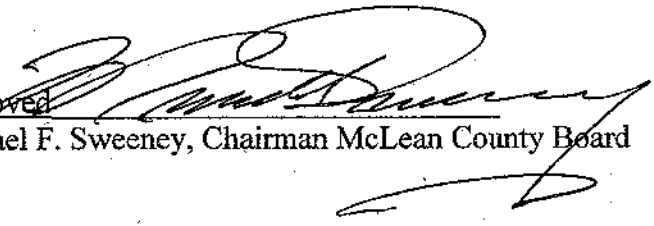
Downs Road District further certifies that the cost of the repair work exceeds 0.02% of the assessed valuation of the Road District.


Highway Commissioner

Respectfully submitted,

Approved 
County Engineer, McLean County, IL

Downs Road District

Approved 
Michael F. Sweeney, Chairman McLean County Board

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of David L. Price, in case 03-66-S, parcel number (28) 06-33-100-004. He is requesting a special use to allow a rural home-based off-premise trucking business in the Agriculture District on property which is part of Section 33, Township 25N, Range 1 E of the 3rd P.M.; and is located in White Oak Township at 8104 U.S. Highway 150, Carlock.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on November 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 42 acre property includes a farm dwelling, out-buildings and land in crop production. The property has 1,335 feet of frontage on the north side of U.S. Route 150 which is an asphalt road 24 feet in width. The property also has frontage on the west side of 825E Road but access for the trucking business will not be provided there. The property is gently sloping to the north.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. Land to the north, south, east west is occupied by land in crop production and a single family dwelling.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is a truck driver and farmer. The applicant hauls grain and other products with his trucks. The applicant also has cattle on this property. The land that is not in pasture is in crop production which the applicant farms. The applicant currently has three trucks and three trailers. The applicant is requesting to allow a maximum of four trucks and four trailers to be located on this property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is relatively large and is surrounded by land in the Agriculture District. The applicant has built his house and out-buildings in the center of the south edge of the 42 acre tract along U.S. Route 150 so as not to significantly affect the surrounding properties.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The majority of the property will be in crop production and some of it will be in pasture for

- the cattle owned by the applicant. The surrounding properties that are in crop production will continue to be desirable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property will be served by a private well and septic system approved by the County Health Department. The property has 1,335 feet of frontage on the north side of U.S Route 150.
 5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained an entrance permit from the Illinois Department of Transportation (IDOT) for access to U.S. Route 150. The applicant agreed to only use the entrance approved by IDOT for all truck access to this property.
 6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the A-Agriculture District.** This standard is met.
 7. **The proposed special use, in all other respects, conforms to the applicable regulations of the A-Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided a maximum of four trucks and four semi trailers are allowed on the property.

Therefore this Board recommends that a special use be granted on the property described above to allow a rural home-based off-premise trucking business on 42 acres in the Agriculture District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided a maximum of four trucks and four semi trailers are allowed on the property for this use.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval and none opposed.

Respectfully submitted this 4th day of November, 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

Sally Rudolph, Chair
Kevin Jacobs, Alternate
James Finnigan
Joe Elble
Michael Kuritz
Jerry Hoffman
Dale Williamson, Alternate

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of Matt Blain, in case 03-67-Z, parcel number (14) 13-34-379-003. He is requesting a map amendment to change the zoning classification from Agriculture District to R-1 Single Family Residence District on property which is part of Section 34, Township 24N, Range 1E of the 3rd P.M., and is located in Dry Grove Township at 14091 Dry Grove Road, Bloomington.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on November 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 2.4 acre property is occupied by one single family dwelling. The topography of the property is relatively flat and drains generally to the north. The property has 200 feet of frontage on the north side of Illinois Route 9 and 522 feet of frontage on the east side of Dry Grove Road. Route 9 is an asphalt road 26 feet in width and Dry Grove Road is a gravel road 11 feet in width.

SURROUNDING ZONING AND LAND USES - The property to the north and west is in the Agriculture District. The land to the east and south is in the R-1 Single Family Residence District. The property is surrounded by single family dwellings.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from A-Agriculture District to R-1 Single Family Residence District. The trend of development in the area is toward residential uses.
2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat. The topography and dimensions of the property are appropriate for uses in both the existing and the proposed zoning districts.
3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. The property has approximately 522 feet of frontage on the east side of Dry Grove Road and it appears that safe sight distance can be provided. Before a building permit can

be issued, the applicant will need to obtain approval of a two lot subdivision and an entrance permit from the Dry Grove Township Road Commissioner.

4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classifications.** This standard is met. This property is adjacent to Dry Grove Road and Illinois Route 9.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the R-1 Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and is not located in a flood zone area.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R-1 Single Family Residence District.** This standard is met. The Dry Grove Township Fire District will provide fire protection for the subject property.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from Agriculture District to a classification of R-1 Single Family Residence District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval and none opposed.

Respectfully submitted this 4th day of November, 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

Sally Rudolph, Chair
Kevin Jacobs, Alternate
James Finnigan
Joe Elble
Michael Kuritz
Jerry Hoffman
Dale Williamson, Alternate

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of Agriculture District to a classification of R-1 Single Family Residence District on 2.4 acres of land which is part Section 34, Township 24N Range 1E of the 3rd P.M.; and is located in Dry Grove Township at 14019 Dry Grove Road, Bloomington, IL; and

WHEREAS, the McLean County Zoning Board of Appeals has held a public hearing on said application under Case No. 03-67-Z according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of Agriculture District to a classification of R-1 Single Family Residence District.

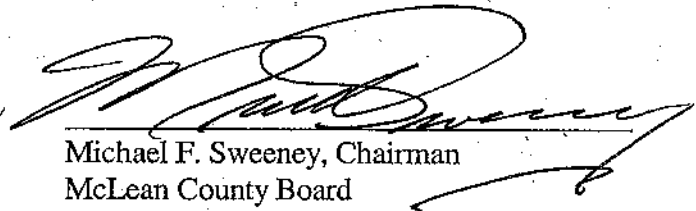
Adopted by the County Board of McLean County, Illinois this 18th day of November 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

ORDINANCE OF APPROVAL
OF SETBACK VACATION

Lot 40 of First Addition to Terrace Lawn Subdivision, File S-03-12

WHEREAS, Elmo and Lila Bland have made application to vacate a part of the front setback of Lot 40 of the First Addition to Terrace Lawn Subdivision in file S-03-12, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

WHEREAS, said amended final plat vacates a part of the 40 foot front setback of Lot 40 of the First Addition to Terrace Lawn Subdivision; and

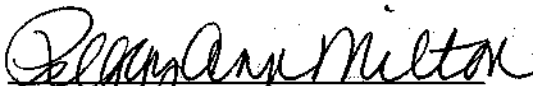
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat for the said subdivision; now, therefore,


BE IT ORDAINED that the said amended final plat for the vacation of part of the recorded front setback of Lot 40 of the First Addition to Terrace Lawn Subdivision in Section 30, Township 23 North, Range 3 East of the Third Principal meridian, McLean County, Illinois be and hereby is approved.

Adopted by the County Board of McLean County, Illinois this 18th day of November, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-12

1. REFERENCE

- a. Meeting date: November 6, 2003
- b. Subdividers' names: Elmo and Lila Bland
- c. Subdivision name: Lot 40 in the First Addition to Terrace Lawn Subdivision
- d. Notice: Notice of this public hearing was published in the Pantagraph on October 18, 2003 as required by law

2. LOCATION AND, LAND USE AND REQUEST:

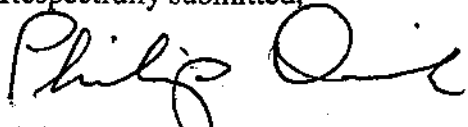
- a. Property location: 9635 Starlite Drive, Bloomington
- b. Township: Old Town Township
- c. Applicant request: To vacate a 10 foot portion of a front setback in order to reduce the front setback to 30 feet rather than 40 as recorded
- f. Existing land use: Single family residence

3. DIMENSIONS & REVIEW:

- a. The 6.2 acre lot is located on a corner of two platted streets; one of which has not been built. The applicants propose to only reduce the front recorded setback along the un-built street to 30 feet in order to build a detached storage building. According to the Zoning Ordinance, a 30 foot front setback is allowed in the R-1 Single Family Residence District. A 40 foot setback was recorded for lots in this subdivision.
- b. County Health Department: Has no problem with the application.
- c. County Highway Department: Has no problem with the application.

Staff recommends that this application meets the requirements of the Subdivision Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

November 13, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the recommendation received from the Director of Information Services to reject and discard the three proposals received for a Property Tax Administration system.

Your EXECUTIVE COMMITTEE herewith further recommends approval of the recommendation received from the Director of Information Services to prepare and issue a revised Request for Proposal for a Property Tax Administration system.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Haselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rockauskas

District #9
Adam D. Kinzinger
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David F.W. Selzer

District #8
Paul R. Segobiano
Tari Renner

District #10
Benjamin J. Owens
Bob Nuckolis



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
To Discard Proposals Received
And Issue New Request For Proposal**

November 4, 2003

To the Honorable Members of the McLean County Executive Committee:

On October 24, 2003 Information Services received three proposals regarding a Property Tax Software System that were Received in response to a Request For Proposals issued through Information Services.

In reviewing the request that I published, it has been brought to my attention that I inadvertently included language that does not accurately represent the current needs of McLean County. As a result, I feel that the vendors who submitted proposals were given an inaccurate picture of McLean County's needs.

I have reviewed the situation with County Administration and the Civil Assistant State's Attorneys.

I respectfully request that the County Board discard the proposals received, and grant Information Services permission to issue an RFP that more accurately represents the needs of the County.

I sincerely apologize to County Administration and the McLean County Board for any inconvenience brought about by my mistake.

Respectfully submitted,

Craig Nelson
Director
McLean County Information Services



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

November 13, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Nursing Home to approve the consolidated vendor bid list for the janitorial and paper supplies for fiscal year 2004 for McLean County.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1
Stan Haselton
Don J. Cavallini

District #3
Michael F. Sweeney
Diane R. Bostic

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #7
P.A. "Sue" Berglund
Bette Rackauskas

District #9
Adam D. Kinzinger
Cathy Ahart

District #2
Matt Sorensen
Rick Dean

District #4
Susie Johnson
Duane Moss

District #6
George J. Gordon
David E.W. Setzer

District #8
Paul R. Segobiano
Tall Renner

District #10
Benjamin J. Owens
Bob Nuckolls



NURSING HOME

(309) 888-5380

901 N. Main Normal, Illinois 61761

DATE: NOVEMBER 3, 2003

TO: Chairman and Members of the Property Committee

FROM: Sharon VanNote, Director of Domestic Service

RE: 2004 Approved Vendor List for Janitorial & Paper Supply

According to my analysis of the janitorial & paper quotations, I would recommend that the following vendor list be approved for the year 2004.

MILLER JANITORIAL SUPPLY - Janitorial
Daryl Miller - 1-309-452-8396

Air Freshner	Sparta Air Lift.	51.68 cs
Cleaner All Purpose	SD20	29.19 cs
Cleaner All Purpose	SD20 5 gal	26.22 cs
Wax	Upper Limits 5 gal	54.40
Stripper	Emulsifier 5 gal	42.76
Germicidal Cleaner	2 oz DMQ 5 gal	30.28
Clinging Disinfectant Cleaner	CDC	24.60 cs
Quaternary Cleaner/Air Freshner	Spartan PSQ/5 gal	48.65
Restorer	Sun Swept 5 gal	54.01

R.D. McMillen - Janitorial & Paper
Bud Clark 1-800-543-5376

Dust Pan - Impact	700	1.96 cs
20 oz Wet Mop Head	Rub 211	6.24 ea
17" Stripping Pads	ETC 17 BL	13.75 cs
Pipe Opener AMP	B00636	30.01 cs
Window Squeegees	18" ETT 1144	5.10 ea
Replacement Blade	18" ETT 1427	1.44 ea
Window Brush	ETT 10	7.86 ea
Commercial Insecticide AMP	B00442	47.00 5/gal
Floor Sealer AMP	B00840-5	30.00 5/gal
Toilet Tissue	1 ply 4"x 5" B.W. 115	33.50 cs

TRI-COUNTY - Janitorial
Clint Kaeb 1-309-829-3011

Folding Wet Floor sign	18.95 ea
Handsoap refills K.C 91220	36.66 cs

VONACHEN INDUSTRIAL SUPPLY - Janitorial & Paper
Mark Dickman 1-309-322-5344

Dust mop heads Treatment - Renown	26.96 cs
Wet Mop handle Ultra polymer	5.86 ea
Mop Bucket with Casters -RM 7570 bronze	45.09 ea
Sanitary Napkins - Maxi Thins	28.63 cs
Toilet Bowl Swabs	.45 ea
Drain Plungers - Pro Plunger	3.93 ea
Synthetic Scouring Pads #96	4.93 cs
Spray bottles	.29 ea
Spray triggers	.40 ea
Lambs wool dusters	4.09 ea
Cleaning Powder Spic N Span	59.75 cs
Commercial Rodenticide - AC formula	32.07 cs
23 x 17 x 46 black .8 mil	19.30 cs
Paper towels 9 1/2 x 9 1/2 Bay West 480	12.05 cs

NORD JANITORIAL SUPPLY - Janitorial & Paper
Michael Mize 1-309-663-8008

36" dust mop head	7.49 ea
24" dust mop head	5.58 ea
10 qt Pail	2.79 ea
Ice Melt 50 lbs	10.25 ea
20 x 13 x 39 H.D. 500 cs	17.75 cs
Air Freshner Cabinets	19.09 ea
Refill for Cabinets	4.43 ea
Mild acid Cleaner Nord #95	1.37 qt
Bowl Cleaner w/hydrogen chloride Nord #23	1.37 qt
1 ply toilet tissue	28.75 cs

HUNDMAN LUMBER MART CO., INC. - Janitorial
Ora Burke, Jr. 1-309-662-0339

Polypropylene Unisan Angled Broom	4.58 ea
GoJo - Gold & Kleen	36.26 cs
Ortho Flying Insect	35.25 cs
Raid Wasp & Hornet EPA Registered	58.75 cs
GE F40CW/EE/AAL	26.40 cs
GE F96T12/CW/WM 15pk	42.37 cs
F48T12/CW/HO	115.80 cs
F96T12/CW/HO/2 contacts	81.37 cs
Glass Plus	29.88 cs

MEDLINE INDUSTRIES, INC. - Paper
Shelley Reeves 1-309-261-3072

Tampons NON241288	54.56 cs
15 x 9 x 23 liners NON022207	7.86 cs
1 oz plastic cups DYND80000	24.94 cs

CLARK PRODUCTS, INC. -Janitorial & Paper
Chris Brusick 1-309-693-3636

Snuggle Fabric Softner	25.87 2/gal
Liquid Creme Cleaner - Betco	16.32 cs
Furniture Polish - Old English	33.43 cs
Bowl Cleaner - Stix	17.50 cs
Paper Towels Brown Flat F.H. 23504	10.50 cs
Toilet Tissue 1500 sheets F.J. 14400	32.60 cs
Toilet Tissue JRT- J.R. 13702	18.90 cs
Napkins 1 ply 13x13 F.H. 37707	25.20 cs
Straws Solo 13915	51.30 cs
Wax Sandwich bags Marcel 5062	52.00 cs
6" plates Solo 6BPM	25.00 cs
9" plates Solo 95MD	30.25 cs
5 oz bowls THI-0004 Pactio	13.22 cs
12 oz bowls THI-0012 Patio	14.20 cs
Forks	5.85 cs
Spoons	5.85 cs
Knives	5.85 cs
6x5 cling film AnchorE156x5	6.65 ea
18 x 2000 cling film Anchor 18x2MCB	10.65 ea
Aluminum Foil 18x1000 Alcan 1811 H.D.	33.14 ea
Coffee Stirrs UP41-N	8.60 cs
3/4 oz cups Solo 39	22.10 cs
7 oz cups Solo 77MD	46.30 cs
8 oz Styrofoam cups 8J8 Dart	9.80 cs

CENTRAL SUPPLY - Janitorial & Paper
Tom Wells 1-309-828-5081

24 oz Wet mop head UNS4024R	52.20 cs
Stainless Steel Cleaner - Hillyard	24.90 cs
Stainless Steel Polish - Hillyard	23.50 cs
Counter brush - Bru5208 - Tampico	3.50 ea
Neutralizer - Hillyard 831	29.00 cs
Germicidal Cleaner 1 oz Hillyard Qt167	42.95 5/gal
Paper towel C-fold - National Tissue #611	13.33 cs
Paper towel 9" x 600" National Tissue #302	21.11 cs
Toilet Tissue 2 ply - National Tissue #832	22.88 cs

MASCO PACKAGING - Janitorial & Paper
Harvey Rieck 1-217-793-6441

36" Dust mop frame UNS 1490	9.67 ea
18" Dust mop head UNS 1018	4.49 ea
Wet mop handle #601	2.96 ea
Mop Wringers Downward pressure #2000	41.58 ea
Brillo Pads #W24	30.03 cs
22 x 16 x 58 Tuff tote XBW58X 1.1 Mil	14.72 cs
Facial Tissue #13000	12.45 cs

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF APPOINTMENT OF DON FERNANDES
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

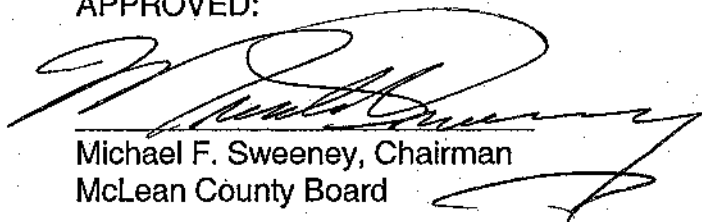
WHEREAS, due to the expiration of the term of Mr. Don Fernandes of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Don Fernandes to fulfill a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Don Fernandes and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF REAPPOINTMENT OF JOHN HANSON
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

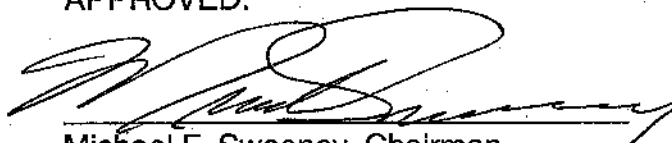
WHEREAS, due to the expiration of term of John Hanson, of the McLean County Regional Planning Commission, it is advisable to consider a reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of John Hanson for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to John Hanson and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF P. A. "SUE" BERGLUND
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of P. A. "Sue" Berglund as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

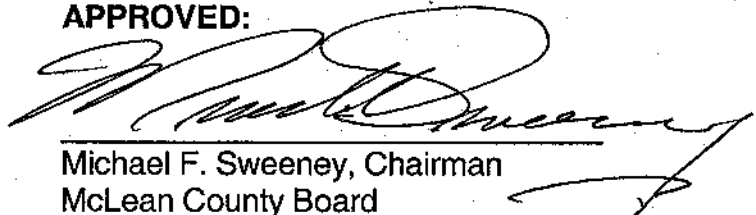
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of P. A. "Sue" Berglund as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2004, or until a successor shall have been qualified and appointed.

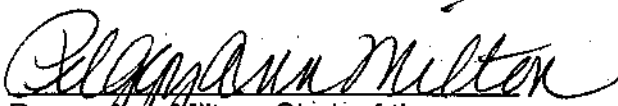
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to P. A. "Sue" Berglund.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF DIANE BOSTIC
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of Diane Bostic as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

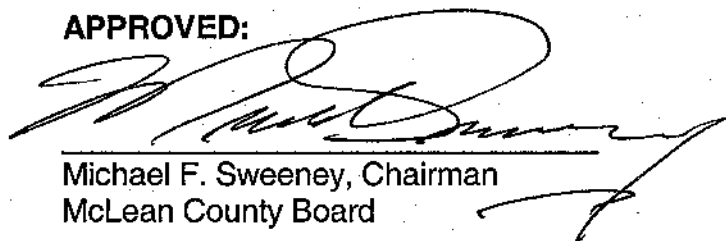
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Diane Bostic as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2004, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Diane Bostic.


ADOPTED by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF BOB NUCKOLLS
AS A MEMBER OF THE
MCLEAN COUNTY EXTENSION BOARD**

WHEREAS, due to the expiration of term of Bob Nuckolls as a member of the McLean County Extension Board, it is advisable to consider an appointment or reappointment to this position; and,

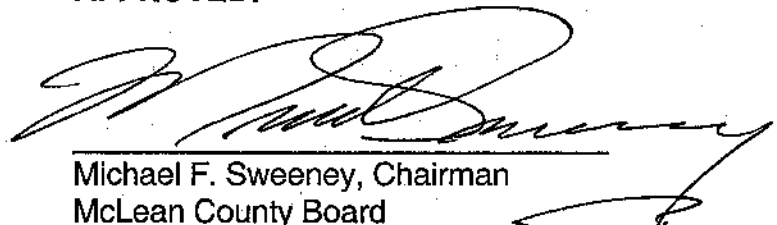
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Chapter 505, Illinois Compiled Statutes, Section 45/7 has the responsibility to fill a one-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bob Nuckolls as a member of the McLean County Extension Board for a one-year term due to expire on November 30, 2004, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Bob Nuckolls.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF D. GENE JUSTIN
AS A MEMBER OF THE
McLEAN COUNTY HOUSING AUTHORITY**

WHEREAS, due to expiration of term of D. Gene Justin of the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

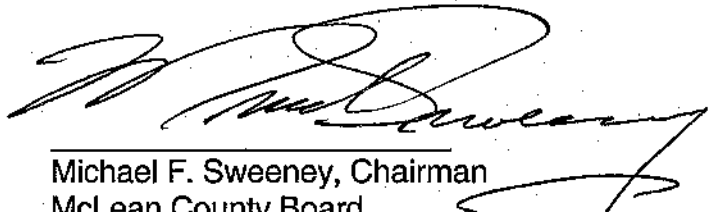
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of D. Gene Justin as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2008 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to D. Gene Justin and David Stanczak, Attorney for the Housing Authority.

Adopted by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF APPOINTMENT OF BERNARD E. ANDERSON
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

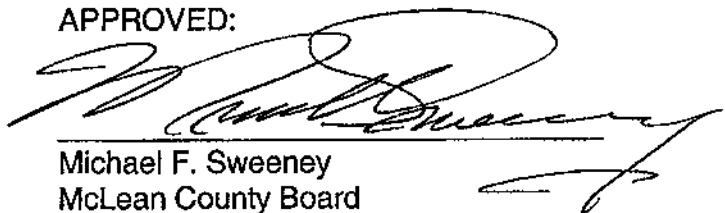
WHEREAS, due to the expiration of the term of James R. Pearson, of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Bernard E. Anderson for a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Bernard E. Anderson and the Director of the McLean County Regional Planning Commission.


Adopted by the County Board of McLean County, Illinois, this 18th day of November, 2003.

APPROVED:



Michael F. Sweeney
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Cavallini/Owens moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:
Member Bostic presented the following:**

**RESOLUTION of the McLEAN COUNTY BOARD
IN RECOGNITION OF
SUSIE JOHNSON**

WHEREAS, Susie Johnson has faithfully served the McLean County Community through her leadership and dedicated service as a member of the McLean County Board, having been first elected to the County Board in 2000 and then re-elected in 2002 to serve the citizens of District #4; and,

WHEREAS, Susie Johnson has served as a member of the following County Board Committees: Justice Committee, Transportation Committee, Land Use and Development Committee and the Liquor Control Commission; and,

WHEREAS, Susie Johnson has served the McLean County Board and the McLean County Community through her leadership as Vice Chairman of the Land Use and Development Committee, and, in this position, she exercised her leadership role on issues of critical importance to McLean County Government, including the preservation of farmland and comprehensive regional land use planning; and,

WHEREAS, Susie Johnson has served the McLean County Board and the McLean County Community as a member of the Justice Committee where she has exercised her leadership role on issues of critical importance to McLean County Government, including the Integrated Justice Information System and the study of alternatives to incarceration; and,

WHEREAS, Susie Johnson has generously offered her many talents and her time in the service of McLean County and the McLean County Board and, in so doing, Susie Johnson has improved the quality of life for all the citizens of McLean County; and,

WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, dedicated service, and contributions of Susie Johnson to the McLean County Community; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 18th day of November, 2003, that the McLean County Board expresses its sincere appreciation to Susie Johnson for her contributions to issues of community interest and wishes her well in her future endeavors.

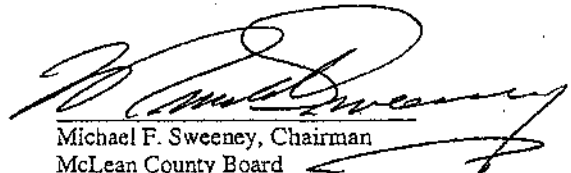
ADOPTED by the McLean County Board this 18th day of November, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Member Bostic stated the following: we all wish you the best and a sincere thank you. Former Member Johnson stated the following: this was an incredible experience, one I highly recommend to anyone. It was definitely an experience of learning, every day meeting new friends, and developing great friendships. This is beautiful. I will put it in my office. My children were very disappointed to understand that I was going to be leaving the Board. They see all my packages come addressed to the "Honorable Susie Johnson" and I am not going to be "Honorable" anymore. Thank you so very much.

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the University High School varsity boys' golf team during the 2003 golf season; and,

WHEREAS, the University High School varsity boys' golf team finished the 2003 season with an overall season record of 12 wins and 1 loss; and,


WHEREAS, the University High School varsity boys' golf team won the IHSA 2003 Class A High School Golf Tournament; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Golf Coach Tom Romance, Assistant Coaches Robert Cullen and Ryan Snell and Team Members Nick Adams, Bryan Brucker, William Cullen, Seth Doran, Ryan Doubet, Brian Geisler, Dustin Koth, Mike McKinzie, Andy McNamee, Tyler McNeely, Drew Miller, Sam Moses, Doug Simpson, Jason Smith, Jordan VanLoon, Daniel Vazquez, Neal Verder, and Brad Wichmann, now, therefore,

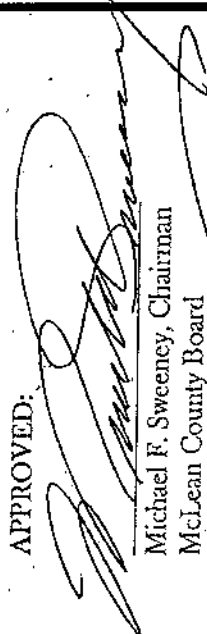
BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the University High School varsity boys' golf team are to be congratulated on winning the IHSA 2003 Class A High School Golf Tournament, and on an outstanding season.

APPROVED by the McLean County Board this 18th day of November, 2003.

ATTEST:


Peggy Ann Wilson, Clerk of the McLean County Board
McLean County, Illinois

APPROVED:

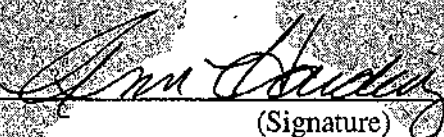

Michael F. Sweeney, Chairman
McLean County Board

Chairman Bass stated the following: this is really a fine piece of work that these young fellows have done. They start out in the sweltering heat in the early school year and they finish sometimes in the snow. Tom Romance is the coach. I have worked with Coach Tom Romance, who truly is a dedicated person when it comes to young people. We need more like him. Coach Tom Romance stated the following: I would like to thank you for having us all here. It is an honor to be here. As you can imagine it was quite an exciting year for us at University High School. For those of you who play golf, you realize it is not an easy game. These six gentlemen here today are the ones that represented University High School and Bloomington-Normal at the State Tournament. They played some outstanding golf and just to put it into perspective a little, we lost our top six players last year to graduation and up here we have a junior, three sophomores, and two freshman. Mr. Romance introduced the team and thanked the Board.

State of Illinois)
) ss.
County of McLean)

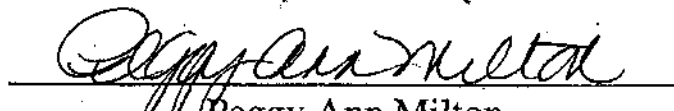
Oath of Office

I, Ann Harding, having been appointed to the office of County Board Member, in County Board District 4, in the County of McLean and the State of Illinois, do solemnly swear, or affirm, that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of McLean County Board Member, District 4 to the best of my ability.


(Signature)

Signed and sworn to (or affirmed) before me on November 18, 2003.

McLean County


Peggy Ann Milton
McLean County Clerk

Members Sorensen/Berglund moved the County Board approve the Chairman's Recommendation for Appointment to County Board District #4, Ann Harding. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Clerk Milton administered the Oath of Office.

Member Sorensen, Vice-Chairman, presented the following:

A RESOLUTION OF THE
McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES, SUBCOMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE
McLEAN COUNTY BOARD

WHEREAS, on April 17, 2001, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on Monday, December 2, 2002, the McLean County Board approved a Resolution which amended the *Rules of the County Board* of McLean County, as adopted on April 17, 2001, and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board* of McLean County, in case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on the standing or special committees except that such person shall not be designated as Chairman or Vice Chairman thereof; and

WHEREAS, pursuant to the Section 5.11-3 of the *Rules of the County Board* of McLean County, when a vacancy has been created on a Committee of the Board, the Chairman of the Board shall have the authority to fill the vacancy by shifting a Board Member from another Committee, providing the affected Board Member gives consent; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
B.H. "Duffy" Bass
P.A. "Sue" Berglund
George Gordon
Diane R. Bostic
Tari Renner
Paul R. Segobiano
Stan Hoselton

Finance Committee

Matt Sorensen, Chairman
P.A. "Sue" Berglund, Vice Chairman
Robert Nuckolls
David F. W. Selzer
Duane L. Moss
James C. "Chris" Kalapp

Justice Committee

Tari Renner, Chairman
Robert Nuckolls, Vice Chairman
Bette Rackauskas
"Sonny" Rodgers
Benjamin Owens
Ann Harding

(2)

Property Committee

Diane R. Bostic, Chairman
Dave F. W. Selzer, Vice Chairman
Rick Dean
Cathy Ahart
Duane L. Moss
Ann Harding

Land Use and Development Committee

George Gordon, Chairman
Paul R. Segobiano, Vice Chairman
Don Cavallini
Bette Rackauskas
Cathy Ahart
James C. "Chris" Kalapp

Transportation Committee

B. H. "Duffy" Bass, Chairman
Stan Hoselton, Vice Chairman
Benjamin Owens
Don Cavallini
Rick Dean
"Sonny" Rodgers

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Rules Subcommittee

Matt Sorensen, Chairman
George Gordon, Vice Chairman
David F. W. Selzer
Tari Renner

Legislative Subcommittee

P.A. "Sue" Berglund, Chairman
George Gordon, Vice Chairman
Matt Sorensen
Stan Hoselton
Rick Dean

Liquor Control Commission

Michael F. Sweeney, Chairman
Stan Hoselton, Vice Chairman
Diane R. Bostic
Rick Dean

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.


(3)

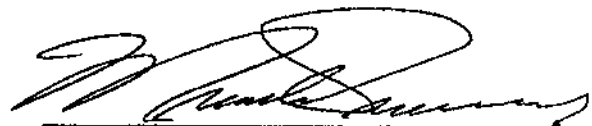
(4) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 18th day of November, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Ann\Resolutions\StandingCommittees_Nov2003.res

Members Sorensen/Renner moved the County Board approve the Request for Approval of a Resolution Approving the Chairman's Appointments to the Standing Committees, Subcommittees, and the Liquor Control Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



October 21, 2003

McLean County Law & Justice Windows 2000/2003 Server Upgrade Testing & Deployment Service offering


Rates reflect all applicable discounts

- 3 phases
- One week Lab testing
- One week Pilot Technical users/Highway Department
- On site 1 day per week x 4 weeks during deployment for questions or troubleshooting

Consulting Engineer-Josh Krueger

	Hourly	Weekly	Savings
Open Rate	\$170	\$6,800	
Daily Rate	\$153	\$6,120	
1 Week Rate	\$145	\$5,800	
Incentive Rate	\$112.50	\$4,500	\$1,300
		Total savings	\$3,900

3 phases 3 projects \$4500 x 3 weeks
Total Project Investment \$13,500


Authorized Signature
Michael F. Sweeney, Chairman, McLean County Board


Peggy Ann Milton, County Clerk, McLean County Board

Before/after hours and Saturdays are billed at time and 1/2
Time over 40 hours per week is billed at time and 1/2
Sundays and Holidays are billed at double time
Rates in effect till 12/31/2003

Members Sorensen/Kalapp moved the County Board approve the Request for Approval of Contract with BCSC Technology Solutions for Windows 2003 Implementation – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Microsoft Licensing
Under the Government Services Administration (GSA) Contract**

November 5, 2003

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase Microsoft licensing under the GSA bid contract (GSA1031031).

The software to be purchased will allow the County to upgrade its Servers and email system to Windows 2003. The items and costs are described below.

Sufficient monies budgeted for this purpose remain within the Fiscal Year 2003 budget of Information Services.

Description	Qty	Unit	Extended
Windows 2003 Std Edition	15	\$493.39	\$7,400.85
CD Media for the Above	1	\$25.00	\$25.00
Windows 2003 Server-Client	500	\$19.77	\$9,885.00
Exchange 2003 Client	500	\$45.80	\$22,900.00
Exchange Server Std Edition	6	\$452.82	\$2,716.92
CD Media for the Above	1	\$25.00	\$25.00
Exchange 2003 Enterprise	1	\$2,746.53	\$2,746.53
CD Media for the Above	1	\$25.00	\$25.00
Total			\$45,724.30

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing. County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. Items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

As a result, these machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used purchasing under the State of Illinois contract.

I request approval of the purchase described above and will be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson

Director

McLean County Information Services

Members Sorensen/Owens moved the County Board approve the Request for Approval to Purchase Microsoft Administration (GSA) Contract – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE USE OF THE COUNTY BOARD ROOM AUDIO SYSTEM
AT OVERSIGHT COMMITTEE MEETINGS

WHEREAS, the McLean County Board has received a request from a local radio station asking that the audio system in the County Board Room, Room 700, Law and Justice Center be used at all Oversight Committee meetings; and,

WHEREAS, the Rules Subcommittee of the Executive Committee has carefully reviewed this request has considered the impact that this recommendation will have on various County Board Oversight Committees and the County offices and departments; and,

WHEREAS, the Rules Subcommittee and the local radio station have agreed that the audio system in the County Board Room will be used for any Oversight Committee meeting whenever a radio station, television station, and/or newspaper makes a formal request, either verbal or written, to the Office of the County Administrator at least 24 hours prior to the time of the Oversight Committee meeting; and,

WHEREAS, the Executive Committee, at its regular meeting on Wednesday, November 12, 2003, recommended approval of the recommendation received from the Rules Subcommittee; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:

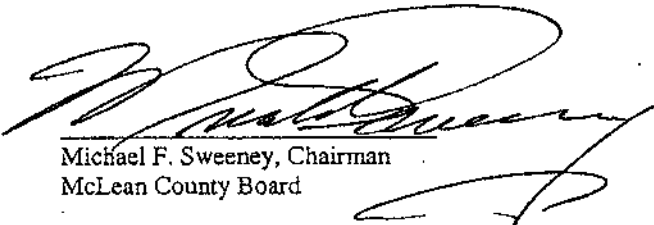
- (1) The McLean County Board hereby approves the recommendation received from the Rules Subcommittee to use the audio system in the County Board Room for any Oversight Committee whenever a radio station, television station, and/or newspaper makes a formal request, either verbal or written, to the Office of the County Administrator at least 24 hours prior to the time of the Oversight Committee meeting.
- (2) The McLean County Board hereby requests that the County Administrator forward a certified copy of this Resolution to all radio stations, television stations, and newspapers on the County's media distribution list.
- (3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the County Administrator and the Director of Facilities Management.

ADOPTED by the McLean County Board this 13th day of November, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve the Request for Approval of a Resolution Approving the Use of County Board Room Audio System at Oversight Committee Meetings – Rules Subcommittee. Member Hoselton stated the following: I see no reason to implement this WJBC request at this time even though the dollar amounts are minimal by everyone else's standards but mine. This situation has been here for many years and has not been a problem. I have no problem implementing this type of installation at the new Government Building. At this stage of the contest, I don't think we should do it. Member Segobiano stated the following: I would like to support Member Hoselton as well. I do believe that although we are talking about \$2,000.00, we just went through a budgeting process and it is very tight. Some Department Heads were denied requests that probably were in the range of \$3,000.00. In fact, there was a recommendation that we do away with the Rescue Squad and that was only \$16,000.00. Money is tight here in McLean County. I know everybody in this room wants to cooperate with the news media, that is not the question. We are fooling around with Department Head money. We are going to have a state-of-the-art audio system in the new building and I don't know why we would approve this expenditure. There is nothing saying that someone can't walk in the door next month and request the same small amount. I think the Board would be wise in delaying this and use the state of the art equipment in the new building. Member Owens stated the following: I rise in support of the motion. The Justice Committee will be dealing with the Alternatives to Jail in the next couple of months and there are several other issues that have been brought to the forefront. I think this should be implemented now. I think it is a great idea because sometimes we come into these meetings and the media puts out information and then we stand with one another and say that is not what happened. This is a way to verify what comments were made and who made them. Whether we implement it here or over there, I support this. Member Bostic stated the following: I would ask this be delayed for nine months until we get over to the Government Center. It is money being spent here that I really can't see a good use for. We will have a better system in the Government Center. For nine months, I feel it is well worth the wait. Members of the media can get themselves to the meetings on time and pick up anything they need now. Member Selzer stated the following: when this was brought before the Rules Subcommittee, just as a point of reference, there were no costs associated with it. One thing that's already occurred, if anybody has seen the meetings, is that we talked to the Administrator's Office and they have accommodated the u-shape set up of the meetings. We have been sitting over at that table since I have been on this Board with our backs to the people and if your back is to them then they could not hear the comments. That's the whole impetus of this motion or how this thing got started. It's the reason the media requested it, quite honestly, because they couldn't hear the discussion, it wasn't necessarily audio quality. I just think that we need to delay it for nine months. Let's just remember the reason why we are at those Committee meetings. Member Gordon stated the following: I rise in support of the motion as reported by the Rules Subcommittee. I think the indications are quite clear that the frequency of the requests will be relatively limited. Colleen Reynolds in speaking to the Rules Subcommittee indicated that one of the things that this will do for WJBC is that it will cause them to look a bit more carefully at the upcoming agenda packets, the agenda information from the Standing Committees. They will need to make a determination as to whether they want to make a request 24 hours in advance for use of the County audio system. So, what I do want to point out, number one, is that the number of times these requests will be coming is likely to be relatively small. Secondly, I support Member Owens' statement that this will provide an opportunity for Members of the Board serving in our Committee functions to have

assurance that when we are quoted it is more than likely to be accurate. That is what the media tries to do anyway and I think the opportunity is presented here so that they will be able to achieve their objective and thus serve the public interest in reporting accurately what public officials are doing and saying in our Committee meetings. Member Nuckolls: asked the following: what is our expected date to move into the Government Center? Mr. Zeunik stated the following: we anticipate occupancy after October 1, 2004. Member Segobiano stated the following: you can't disagree with the eloquent comments regarding serving the public. I think that's why we're all here regardless of what capacity we are serving in. But, I think the real crux of this whole question is the lack of staffing at WJBC. How often do we see them at these meetings at 9:00 a.m.? We are being asked to supplement their staff. I just feel this money could better be spent elsewhere. Member Rackauskas stated the following: I think timing and location is everything. Now is not the time. We just did budget cuts. Member Selzer stated the following: I just want to make a point of order for clarification. This is to have the audio system available at the meetings for those people in attendance. This is not going to send it to some recording tank to record it for public record, so supplementing the staff; I don't know where that comes from. We are not going to record by using this any more than we currently record right now and once those tapes are transcribed they aren't retained. Isn't that true? Mr. Zeunik stated the following: that's correct. The only tapes that are retained are the County Board meeting tapes and then there is a new State law which I believe takes affect January 1, 2004 which will require all Executive Sessions to be taped and those tapes will be retained as well. If the audio system were used for a Committee meeting, unless there is a formal request made by that Committee to record it, we would not record that meeting. We would just have the audio system on for purposes of sound quality and so that the media can plug into the jacks that are on pillar at the back of the room. Member Renner stated the following: I have questions in terms of where the numbers came from, the differences between the current \$6,566.00 and the \$9,424.00. Is the difference of \$2,858.00 a worst case scenario in terms of batteries, or the system being used in all Committees? Mr. Zeunik stated the following: that's correct. The estimate that was provided in the Board Members' packet is intended to be a worst case estimate. The actual cost, year to date, which is reflected in the one column is actual cost. We have gone back and looked at the overtime that is incurred and per pay period the overtime that is related to the sound system now is about seven hours. We increased that by approximately 50%. The meetings that are currently not taped which would occur outside a business day and therefore would incur overtime expenses are the Justice Committee meetings and the Land Use and Development Committee meetings. The other Committees meet during the regular business day. The Justice Committee would also incur some expense in terms of the batteries or the wireless microphone system requiring 24 hours to charge. If a request were received for the Justice Committee meeting, staff would have to come in on the Sunday before to be able to charge those batteries and have them ready for the 5:15 p.m. Justice Committee meeting. That is what that was intended to be, worst case in terms of additional hours and in terms of batteries. Currently, with the number of times the system is used, we buy nine new batteries every year. In discussions with Mr. Newby, he indicated to be on the safe side we probably should buy 50% more. Member Renner stated the following: I would like to say that I do support what Member Owens said. I think that we could wait nine months, but we do have some critical issues that are coming to the Board to which you can have the media more aware from our budget meeting to any kind of policy making, alternatives to jail, etc. that would be worth the incremental cost.

Member Cavallini asked the following: when the radio station asked for us to consider this, did they realize it would be an additional cost on the part of the County to do this and how much that might be? Mr. Zeunik stated the following: yes they did. They did understand that and in conversations with Ms. Reynolds, the News Director at WJBC, after she had submitted the initial request and prior to the Rules Committee meeting, I certainly made it clear to her that were the Board to move forward and honor her request in some fashion there would be additional expense associated, not only with staff time, potentially with materials and supplies, as well as depending upon the meetings and the length of the meetings additional cost for overtime. Member Cavallini asked the following: did you ask her if the radio station would be will to defray some of those additional costs? Mr. Zeunik stated: I did not. Member Hoselton asked the following: I just wonder if the Board so chooses to have the equipment installed now, will the equipment that we install in this facility be compatible with the new system in the Government Building? If you are giving away money, you've got to look at that. Mr. Zeunik stated the following: I hesitate to answer that question because I don't have the detailed specifications in front of me. I know one of the problems, as I indicated in the Executive Committee meeting, with our current system is that this system was purchased when the County Board still met in the Old Courthouse. It was purchased back in the mid-1980's so the system is nearly 20 years old. It's not unreasonable for us to have problems locating parts, problems with the console; batteries have become more expensive and more difficult to locate. In terms of looking at a new system for the Government Center, one of the things we are looking for is a much more modern, simpler, easier to use system than what we currently have. Member Owens asked the following: right now the only Committees that would be in need of overtime are Justice and Land Use. I am assuming that if the meeting starts at 4:30 p.m. that constitutes going into overtime. Mr. Zeunik stated the following: overtime occurs after 40 hours. So when an employee that is currently scheduled to work 40 hours per week, which in the case of Facilities Management, is the maintenance and custodial staff. Works more hours than the 40 scheduled hours, they receive overtime. If the Board chooses to do this, one of the things that we will do is sit down with Facilities Management staff and we will look at scheduling and we will look at Committee meeting times and we will look at the requests from the media and we will do everything that we can on our end in terms of County Administration and Facilities Management to try to hold the cost down. Certainly, once an employee works beyond 40 hours then at that point, they are on overtime. Member Owens asked the following: that leads me to the next question which is, looking at the Committees, I know that Property meets at 3:00 p.m. and then Land Use is scheduled later on in that evening. Many times they are overlapping. Justice is the only Committee that meets on Mondays. I am assuming there is a way, if we wanted to, to move that meeting from 5:15 p.m. to 4:30 p.m. if that would help with the cost. Mr. Zeunik stated the following: that has always been the prerogative of the Committee Chairmen and Members to set their meeting time and whatever the Committees wish to do we will accommodate. Member Rackauskas asked the following: am I to understand that they need to give a 24-hour notice if they want to use this? If they wanted to come in on Monday, who do they call on the weekend? There are more than 24 hours between Friday and the meeting on Monday. Mr. Zeunik stated the following: if a Committee meets on a Monday, they would need to contact us on Friday and they would have the agendas. The agendas for a Monday meeting are available on Friday. They would be available either through the mail or on the County's website. They would need to call us on that Friday because that would give us time then to notify staff to come in on Sunday to charge the

batteries prior to the Monday meeting. Member Rackauskas asked the following: can't they charge these batteries on Friday or Monday? Mr. Zeunik replied: no. Member Rackauskas stated the following: that causes an inconvenience for staff if they have to come in on a Sunday. Member Bostic stated the following: okay, everybody has tiptoed around this and nobody has said it so I guess I will. We have a scenario where the press would request a meeting. We set up, are already to go, the press slips in plugs their tape recorder into the machine and disappears. They slip back at some point when the meeting is over, pick up the tape, take it back to their laboratory, plug in their interview of a Committee Member or plug in comments that they make and represent it as being present during the meeting. I assume it can happen and I have real issues with that. We see it on the network news and it twists the news, it twists the comments. It is not an accurate representation and I have issues with it. Member Bass stated the following: we've kicked this around long enough. We have a very competent media group in our community. In spite of the fact that this request has come, it doesn't mean that we have to jump through a hoop and do it immediately. The media has an opportunity to interview, to get quotes, to get a revisit of an issue that has taken place right here in these chambers. There is nothing wrong with our saying we appreciate your request and will take it under advice and we think that when we move to the new building we will have a system that is very acceptable. I don't think we have heard any complaints about this. We have a very competent group of people in our community that does a good job of reporting. We all make mistakes. I really believe that it would be great if we would say we are going to work on it. We are going to give you a good system when we move to the new building. Member Moss stated the following: unless I misunderstand the request, I think the request is simply for us to use the sound system at Committee meetings. It has nothing to do with taping the meetings. If the meetings are to be taped then it is to be done by the reporters themselves. What we have here is a double standard. We have a sound system in place at the full Board. We don't have a sound system available for our reporters at our Committee meetings. I think their complaint is that they can't hear all the comments that are being made especially when we have our backs to them. So, unless I misunderstand, the request is to simply have the sound system in place at Committee meetings. They can tape if they want. We are not taping the meetings for anyone. Chairman Sweeney stated the following: the question has been called. A request was made for a roll call vote. Chairman Sweeney stated the following: a vote yes means that we would have an audio sound system available on 24-hour request. Clerk Milton shows the roll call vote as follows: Segobiano-no, Selzer-yes, Sorensen-yes, Ahart-yes, Bass-no, Berglund-no, Bostic-no, Cavallini-no, Dean-yes, Gordon-yes, Hoselton-no, Kalapp-no, Moss-yes, Nuckolls-yes, Owens-yes, Rackauskas-no, Renner-yes, Harding-present. Motion approved nine to eight with one voting present. Member Segobiano asked the following: where the money is coming from? Mr. Zeunik stated the following: it would come from within the Facilities Management budget for the Law and Justice Center, Program 0041.

**FISCAL YEAR 2004 COMBINED ANNUAL
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (1992), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

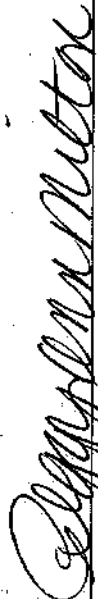
BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD, County of McLean in the meeting assembled that the 2004 Fiscal Year begins January 1, 2004 and ends December 31, 2004.

BE IT ORDERED, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2004 Fiscal Year beginning January 1, 2004.


BE IT FURTHER ORDERED, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 18th day of November, 2003.

ATTEST:


Peggy Ann Miller, Clerk of the County Board
of McLean County, Illinois

ADOPTED:


Michael F. Sweeney, Chairman
McLean County Board

FISCAL YEAR 2004 RECOMMENDED BUDGET

COUNTY FUND	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
GENERAL FUND 0001							
0001 County Board	1,202,173	1,267,401	1,109,963	1,333,986	1,262,174	152,211	13.71%
0002 County Administrator	375,863	378,326	391,758	391,758	414,178	22,420	5.72%
0003 County Auditor	264,658	265,248	278,982	278,982	295,950	16,968	6.08%
0004 County Treasurer	340,962	310,440	321,125	321,125	332,144	11,019	3.43%
0005 County Clerk	582,959	570,457	559,644	559,644	727,147	167,503	29.93%
0006 County Recorder	176,061	184,440	190,064	190,064	196,837	6,773	3.56%
0008 Merit Board	14,631	13,466	15,000	15,000	15,350	350	2.33%
0015 Circuit Clerk	1,625,633	1,568,588	1,695,022	1,695,022	1,793,282	98,260	5.80%
0016 Circuit Court	762,551	767,315	779,787	781,017	781,066	1,279	0.16%
0018 Jury Commission	92,762	82,071	92,929	92,929	95,638	2,709	2.92%
0020 State's Attorney	1,911,813	1,891,896	1,879,736	1,902,044	1,971,782	92,046	4.90%
0021 Public Defender	1,213,701	1,285,880	1,227,522	1,227,522	1,263,748	36,226	2.95%
0022 Court Services	2,962,810	3,100,279	3,195,777	3,198,272	3,255,670	59,893	1.87%
0029 Sheriff's Department	6,035,671	5,987,803	6,216,392	6,238,076	6,616,555	400,223	6.44%
0031 Coroner's Office	354,847	383,078	388,112	389,612	392,045	3,933	1.01%
0032 Rescue Squad	25,355	33,713	16,235	16,235	16,235	0	0.00%
0038 Building & Zoning	263,345	272,178	272,370	272,370	281,160	8,790	3.23%
0040 Parks and Recreation	383,510	340,600	381,816	399,056	411,649	29,833	7.81%
0041 Facilities Management	3,079,701	2,798,172	2,866,109	2,885,253	3,135,042	268,933	9.38%
0043 Information Services	1,782,557	1,812,689	1,939,858	1,942,822	1,971,009	31,151	1.61%
0047 E.S.D.A.	145,207	176,498	142,775	142,775	131,179	-11,596	-8.12%
0048 Bloomington Election	390,902	396,249	414,360	414,360	441,528	27,168	6.56%
0049 Assessment Office	604,121	578,729	673,313	705,874	630,007	-43,306	-6.43%
Total for General Fund:	24,591,793	24,465,516	25,048,589	25,393,798	26,431,375	1,382,786	5.52%

	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
SPECIAL REVENUE FUNDS							
0102 Dental Sealant Grant	163,869	162,391	167,157	167,457	145,346	-21,811	-13.05%
0103 W.I.C. Grant	244,672	267,049	263,186	286,186	304,982	41,796	15.88%
0104 Health Promotion Grant	16,500	16,949	15,000	15,000	16,000	1,000	6.67%
0105 Preventive Health Grant	173,567	146,435	128,199	128,199	120,823	-7,376	-5.75%
0106 Family Case Management	694,080	734,933	777,680	796,597	809,016	31,336	4.03%
0107 AIDS/Communicable Disease	50,842	95,381	81,750	164,169	153,431	71,681	87.68%
0110 Persons/Dev. Disabilities Fund	535,860	532,158	555,176	555,176	568,257	13,081	2.36%
0111 TB Care & Treatment Fund	260,649	248,737	268,495	275,541	285,309	16,814	6.26%
0112 Health Department Fund	3,289,946	3,226,222	3,370,229	3,407,208	3,465,810	95,581	2.84%
0113 S.P.I.C.E. Grant	21,535	268	0	0	0	0	0.00%
0120 Highway Department Fund	2,443,121	2,315,569	2,522,536	2,704,092	2,562,686	40,150	1.59%
0121 Bridge Matching Fund	1,258,163	432,657	1,400,378	1,400,378	1,447,000	46,622	3.33%
0122 County Matching Fund	902,372	850,750	971,033	971,033	1,024,000	52,967	5.45%
0123 Motor Fuel Tax Fund	3,555,000	4,627,281	3,240,000	3,308,832	3,597,000	357,000	11.02%
0129 Children's Advocacy Center	389,462	399,736	452,334	452,334	458,213	5,879	1.30%
0130 Social Security Fund	1,889,725	1,762,701	2,007,051	2,007,051	1,942,734	-64,317	-3.20%
0131 I.M.R.F.	1,222,323	1,146,246	1,305,481	1,305,481	1,743,308	437,827	33.54%
0133 Cooperative Extension Service	395,000	396,190	414,000	414,000	425,000	11,000	2.66%
0134 Historical Museum Fund	47,646	48,092	51,612	51,612	54,470	2,858	5.54%
0135 Tort Judgement Fund	1,840,739	2,018,645	1,885,097	1,891,802	1,989,664	104,567	5.55%
0136 Veterans Assistance Commission	144,697	154,321	148,120	148,120	149,190	1,070	0.72%
0137 Recorder Document Storage	244,935	274,193	204,499	204,499	206,122	1,623	0.79%
0140 Circuit Clerk Automation	240,347	137,201	209,500	209,500	232,341	22,841	10.90%
0141 Court Security Fund	289,787	321,442	327,183	327,183	455,000	127,817	39.07%
0142 Court Document Storage	201,736	58,134	206,088	209,231	215,311	9,223	4.48%
0143 Child Support Collection	54,500	45,468	55,000	55,000	55,295	295	0.54%
0145 Juvenile Probation Services	53,000	26,835	44,520	44,520	42,520	-2,000	-4.49%
0146 Adult Probation Services	517,757	267,879	521,927	542,925	307,024	-214,903	-41.17%
0149 Violent Crime Defense Grant	0	40,000	27,427	27,427	0	-27,427	-100.00%
0150 Sheriff Domestic Violence Grant	85,000	81,921	30,471	30,471	0	-30,471	-100.00%

	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
SPECIAL REVENUE FUNDS							
0152 Asset Forfeiture Fund	80,000	80,000	30,000	30,000	1,600	-28,400	-94.67%
0156 IV-D IDPA Child Support Fund	394,604	352,686	393,263	393,263	220,295	-172,968	-43.98%
0159 Solid Waste Management Fund	170,000	24,194	170,000	170,000	170,000	0	0.00%
0161 PBC Lease	2,408,706	2,418,362	2,408,706	2,408,706	2,408,706	0	0.00%
0162 PBC Rent/Operations & Maintenance	1,875,168	1,875,168	1,905,528	1,905,528	2,102,783	197,255	10.35%
0164 County Clerk Document Storage	31,066	27,621	32,527	32,527	47,567	15,040	46.24%
0166 COPS in School Grant	40,000	43,957	40,085	40,085	18,961	-21,124	-52.70%
0167 GIS Fees	80,000	109,528	80,000	80,000	80,000	0	0.00%
0452 MetCom Centralized Communications	2,007,075	1,971,826	2,126,822	2,183,499	2,252,664	125,842	5.92%
Total for Special Revenue Funds:	28,313,449	27,739,136	28,838,060	29,344,632	30,078,428	1,240,388	4.30%
TRUST AND AGENCY FUNDS							
0147 Evergreen Lake Lease Fund	17,000	18,574	18,546	18,546	18,919	373	2.01%
0350 McBarnes Building Capital Lease	47,700	45,478	54,081	71,746	-	-54,081	-100.00%
0360 Fairview Building Lease	66,398	51,299	70,154	70,154	74,075	3,921	5.59%
Total for Trust and Agency Funds:	131,098	115,351	142,781	160,446	92,994	-49,787	-34.87%
ENTERPRISE FUND							
0401 Nursing Home	5,276,119	5,203,172	5,476,822	5,476,822	5,732,018	255,196	4.66%
Total for Enterprise Fund:	5,276,119	5,203,172	5,476,822	5,476,822	5,732,018	255,196	4.66%
TOTAL OPERATING BUDGET:	58,312,459	57,523,175	59,506,252	60,375,698	62,334,815	2,828,563	4.75%

Members Sorensen/Kalapp moved the County Board approve the Request for Approval and Adoption of the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance and the Five Year Capital Improvement Plan and Authorize the Chairman and the County Clerk to sign. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

PROPOSED McLEAN COUNTY 2003 TAX LEVY ORDINANCE

WHEREAS, pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 205/156, the County Board of McLean County, Illinois, at the November 18, 2003 meeting, has considered a Tax Levy Ordinance in the amount of \$25,265,445.00 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$25,265,445.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

PROPOSED 2003 TAX LEVY BY FUND

<u>Fund</u>	<u>2003 Tax Levy</u>	<u>Statutory Maximum</u>	<u>Statutory Authority</u>
0001 County General Fund	\$ 6,806,498.00	\$ 0.2500	Chapter 55, Illinois Compiled Statutes (1992), 5/5-1024
0120 County Highway Fund	\$ 1,959,806.00	0.0750	Chapter 605, Illinois Compiled Statutes (1992), 515-601
0121 Bridge Matching Fund	\$ 1,322,000.00	\$ 0.0500	Chapter 605, Illinois Compiled Statutes (1992), 5/5-602
0122 County Matching Fund	\$ 1,017,000.00	\$ 0.0375	Chapter 605, Illinois Compiled Statutes (1992), 5/5-603

(2)

0110 Persons/Developmental
Disabilities Fund

\$ 568,257.00

\$ 0.1000

Chapter 55, Illinois Compiled Statutes
(1992), 105-1

0111 Tuberculosis Care and
Treatment Fund

\$ 281,159.00

\$ 0.0750

Referendum 11/6/60 and action of County
Board of Supervisors 6/15/61, Chapter 55,
Illinois Compiled Statutes (1992), 5/5-23029

0112 Health Department Fund

\$ 2,510,430.00

\$ 0.1500

Chapter 55, Illinois Compiled Statutes
(1992), 5/5-25003. Increased by Referendum
in accordance with Chapter 55, Illinois
Compiled Statutes (1992), 5/5-25025 for
Mental Health

0129 Children's Advocacy Fund

\$ 108,943.00

\$ 0.0040

Chapter 55, Illinois Compiled Statutes (1992)
80/6. Established by Referendum in
accordance with Chapter 55, Illinois
Compiled Statutes (1992) 80/6, November 8,
1994.

0130 Federal Social Security
Fund

\$ 1,942,734.00

none

Chapter 40, Illinois Compiled Statutes
(1992), 5/21-110

0131 Illinois Municipal
Retirement Fund

\$ 1,621,905.00

none

Chapter 40, Illinois Compiled Statutes
(1992), 5/7-171

0134 Historical Museum Fund	(3)	\$ 54,470.00	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/6-23001
			Chapter 745, <u>Illinois Compiled Statutes</u> (1992), 10/9-107
			Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-2006
0135 Tort Judgment Fund		\$ 1,986,564.00	September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0136 Veterans Assistance		\$ 149,190.00	November 20, 2001, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0161 Public Building Commission Leases		\$ 2,115,613.00	Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
Law and Justice Center Lease Bond		\$ 293,093.00	Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
Government Center Lease Bond		\$ 1,817,411.00	Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0162 Public Building Commission Additional Rental			
Law and Justice Center Additional Rental Fund			

(4)

Government Center Additional Rental Fund	\$ 151,056.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18
Old County Courthouse Additional Rental Fund	\$ 134,316.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18
0133 Cooperative Extension Fund	\$ 425,000.00	\$ 0.0500	Chapter 505, <u>Illinois Compiled Statutes</u> (1992) 45/8. Approved by referendum.

TOTAL TO BE LEVIED: \$25,265,445.00

BE IT FURTHER ORDERED that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

BE IT FURTHER ORDERED that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (1992), 205/162).

That the sums levied above in the amount of \$25,265,445.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 215/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.


(5)

That the sums heretofore levied in the amount of \$25,265,445.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2003.

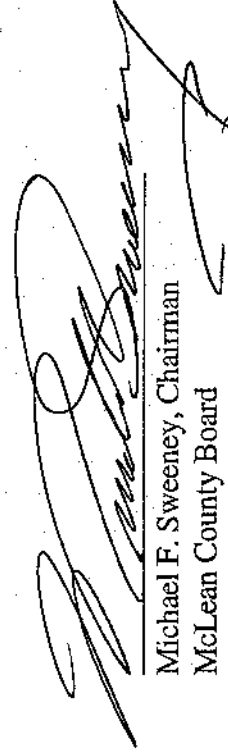
APPROVED and ADOPTED by the County Board of McLean County, Illinois, at the meeting of November 18, 2003.

Dated this 18th day of November, 2003.

ATTEST:


Peggy Ann Walton, Clerk of the County
Board of the County of McLean, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

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ATTACHMENT A TO THE 2003 TAX LEVY ORDINANCE

FUND 0001 – GENERAL FUND

The amount of \$6,806,498.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Expense of the Regional Office of Education – County Board Office	\$ 206,896.00
(2) For the Auditing/Accounting Service Expense - County Administrator's Office	\$ 78,750.00
(3) For the Election Expense – County Clerk's Office	\$ 512,155.00
(4) For the Expense of the 11 th Circuit Court, McLean County	\$ 781,066.00
(5) For the Expense of the Jury Commission	\$ 95,638.00
(6) For the Full-Time Employees Salary Expense – Public Defender's Office	\$ 953,306.00
(7) For the Office Supply Expense – Public Defender's Office	\$ 3,971.00
(8) For the Full-Time Employees Salary Expense – Adult Jail, Sheriff's Department	\$2,457,211.00
(9) For the Food Expense – Adult Jail, Sheriff's Department	\$ 250,612.00
(10) For the Personal Hygiene Expense – Adult Jail, Sheriff's Department	\$ 9,000.00
(11) For the Expense of the McLean County Rescue Squad	\$ 16,235.00
(12) For the Buildings, Grounds, Equipment Maintenance – Parks and Recreation Department	\$ 13,400.00
(13) For the Contract Services Expense – Information Services Department	\$ 630,000.00
(14) For the Software Maintenance Expenses – Information Services Department	\$ 75,000.00
(15) For the Purchase of Computer Equipment – Information Services Department	\$ 194,000.00
(16) For the Lease/Purchase of Computer Equipment – Information Services Department	\$ 21,748.00
(16) For the Purchase of Computer Software – Information Services Department	\$ 126,000.00
(17) For the Election Expense – City of Bloomington Election Commission	\$ 354,405.00
(18) For the Postage Expense – Supervisor of Assessments Office	\$ 27,105.00

GENERAL FUND TOTAL: \$6,806,598.00

(2)

FUND 0110 – PERSONS WITH DEVELOPMENTAL DISABILITIES FUND

The amount of \$568,257.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services Expense	\$ 567,986.00
(2) For the Administrative Surcharge Expense	\$ <u>271.00</u>
TOTAL:	\$ <u>567,257.00</u>

FUND 0111 – TB CARE AND TREATMENT FUND

The amount of \$281,159.00 is to be levied and collected for the following purposes:

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0062 Personal Health Services:

(1) For Salaries, Differential Pay, Overtime, and Performance Incentive Pay	\$ 144,921.00
(2) For Employees Medical Insurance	\$ 11,536.00
(3) For the Purchase of Vaccines/Prescription Medicines	\$ 20,000.00
(4) For the Contractual Services Expenses	\$ 103,467.00
(5) For the Purchase of Computer Equipment	1,235.00

TB CARE AND TREATMENT FUND TOTAL: \$ 281,159.00

(3)

FUND 0112 - HEALTH DEPARTMENT FUND

The amount of \$2,510,430.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0060 - Mental Health Services

(1) For Full-Time Employees Salaries	\$ 29,392.00
(2) For Employee Medical Insurance	\$ 1,120.00
(3) For Purchase of Materials and Supplies	\$ 299.00
(4) For Contractual Services	<u>\$ 789,078.00</u>
	SUB-TOTAL:
	\$ 819,889.00

In Sub-department 0061 - Environmental Health

(1) For Full-Time Employees Salaries	<u>\$ 419,015.00</u>
	SUB-TOTAL:
	\$ 419,015.00

In Sub-department 0062 - Personal Health Services

(1) For Full-Time Employees Salaries	\$ 679,413.00
(2) For Part-Time Employees Salaries	\$ 126,986.00
(3) For the Overtime Account	\$ 5,000.00
(4) For the Medical Director's Fee	\$ 17,220.00

(4)

(5) For the Purchase of Medical/Nursing Supplies	\$ 11,300.00
(6) For the Purchase of Vaccines/Prescriptions	\$ 15,000.00
(7) For Copy/Microfilm Expenses	\$ 771.00
(8) For Telephone Expense	<u>\$ 18,000.00</u>

SUB-TOTAL: \$ 873,690.00

In Sub-department 0063 -- Administrative Services

(1) For Full-Time Employees Salaries	\$ 234,884.00
(2) For Performance Incentive Pay	\$ 1,023.00
(3) For Employees Medical/Life Insurance	\$ 15,680.00
(4) For Purchase of Office Supplies	\$ 1,800.00
(5) For the Purchase of Operational Supplies	\$ 2,550.00
(6) For Copy/Microfilm Expense	\$ 1,600.00
(7) For Travel Expense	<u>\$ 187.00</u>

SUB-TOTAL: \$ 257,724.00

In Sub-department 0067 -- Health Promotion

(1) For Full-Time Employees Salaries	\$ 81,963.00
(2) For Part-Time Employees Salaries	\$ 17,980.00
(3) For Performance Incentive Pay	\$ 1,923.00
(4) For Employees Medical/Life Insurance	\$ 6,216.00
(5) For the Expense of Materials and Supplies	\$ 5,271.00
(6) For the Expense of Contractual Services	\$ 26,459.00
(7) For the Expense of Capital Outlay Items	<u>\$ 300.00</u>

SUB-TOTAL: \$ 140,112.00

(5)

HEALTH DEPARTMENT FUND TOTAL: \$2,510,430.00

FUND 0120 – COUNTY HIGHWAY FUND

The amount of \$1,959,806.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries	\$ 731,436.00
(2) For Occasional/Seasonal Employees	\$ 40,000.00
(2) For Employees Medical/Life Insurance	\$ 103,600.00
(3) For Performance Incentive Pay	\$ 3,000.00
(4) For Purchase of Gasoline/Diesel Fuel/Oil	\$ 112,000.00
(5) For Purchase of Furnishings/Office Equipment	\$ 11,000.00
(6) For Purchase of Operational Supplies	\$ 51,000.00
(7) For Engineering Design Services	\$ 20,000.00
(8) For Maintenance Roads/Drainage Structures	\$ 54,000.00
(9) For Construction Roads/Bridges/Culverts	\$ 394,013.00
(10) For Purchase of Computer Equipment	\$ 13,000.00
(11) For Purchase of Machinery/Equipment	\$ 397,000.00
(12) For Purchase of Computer Software	\$ 6,000.00
(13) For Equipment Rental	\$ 15,000.00
(14) For Gas Service	\$ 6,800.00
(15) For Travel Expense	\$ 1,957.00

COUNTY HIGHWAY FUND TOTAL: \$1,959,806.00

(6)

FUND 0121 – COUNTY BRIDGE MATCHING FUND

The amount of \$1,322,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries	\$ 200,243.00
(2) For Overtime Expenses	\$ 12,000.00
(3) For Performance Incentive Pay	\$ 1,000.00
(4) For Maintenance of Roads/Drainage Structures	\$ 50,000.00
(5) For Contract Services – Engineering and Design	\$ 80,000.00
(6) For Construction of Roads, Bridges, Culverts	\$ 968,757.00
(7) For Purchase of Right-of-Way	<u>\$ 10,000.00</u>

COUNTY BRIDGE MATCHING FUND TOTAL: \$1,322,000.00

FUND 0122 – COUNTY MATCHING FUND

The amount of \$1,017,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Engineering/Design Expenses	\$ 20,000.00
(1) For the Construction of Roads, Bridges, Culverts	\$ 988,863.00
(2) For the Administrative Surcharge	<u>\$ 8,137.00</u>

COUNTY MATCHING FUND TOTAL: \$1,017,000.00

(7)

FUND 0129 - CHILDREN'S ADVOCACY CENTER

The amount of \$108,943.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Salary of the Director, Children's Advocacy Center	\$ 54,942.00
(2) For Part-Time Employees Salaries	\$ 14,727.00
(3) For Employee Medical Expense	\$ 25,200.00
(4) For Purchase of Materials and Supplies	\$ 9,375.00
(5) For Contract Services	\$ 3,699.00
(6) For Schooling and Conferences	\$ 1,000.00
	<u>\$ 108,943.00</u>
TOTAL:	<u>\$ 108,943.00</u>

FUND 0130 - F.I.C.A. - SOCIAL SECURITY EXPENSE

The amount of \$1,942,734.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Fringe Benefits/FICA Social Security Contribution	\$1,651,263.00
(2) For Interfund Transfers	\$ 291,371.00
	<u>\$ 1,942,734.00</u>
TOTAL:	<u>\$1,942,734.00</u>

(8)

FUND 0131 – I.M.R.F. FUND

The amount of \$1,621,905.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Fringe Benefits/ IMRF Contribution	\$1,501,832.00
(2) For Interfund Transfers	<u>\$ 241,476.00</u>
TOTAL:	<u>\$1,621,905.00</u>

FUND 0134 – HISTORICAL MUSEUM

The amount of \$54,470.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services – Historical Museum Expense	\$ 54,470.00
TOTAL:	<u>\$ 54,470.00</u>

(9)

FUND 0133 – CO-OPERATIVE EXTENSION

The amount of \$425,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services – Co-Operative Extension Services	\$ 425,000.00
TOTAL:	<u>\$ 425,000.00</u>

FUND 0135 – TORT JUDGMENT FUND

The amount of \$1,986,564.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0022 – Juvenile Detention Health Services

(1) For Salaries and Overtime Expense	\$ 44,582.00
(2) For Employees Medical/Life Insurance	\$ 2,800.00
(3) For the Purchase of Materials and Supplies	\$ 2,200.00
(4) For Contractual Services Expenses	\$ 39,229.00
(5) For the Purchase of Capital Items	<u>\$ 0.00</u>
SUB-TOTAL:	\$ 88,811.00

(10)

In Sub-department 0073 – Risk Management/Adult Correctional Health Services

(1) For Salaries, Overtime Expense, and Performance Incentive Pay	\$ 361,762.00
(2) For Employees Medical/Life Insurance	\$ 14,000.00
(3) For the Purchase of Materials and Supplies	\$ 104,440.00
(4) For Contractual Services Expense	\$ 261,906.00
(5) For the Purchase of Capital Items	\$ <u>7,000.00</u>
SUB-TOTAL:	\$ 749,108.00

In Sub-department 0077 – Risk Management/Insurance

(1) For Salaries and Overtime Expense	\$ 70,323.00
(2) For Employees Medical/Life Insurance	\$ 2,800.00
(3) For the Purchase of Materials and Supplies	\$ 10,350.00
(4) For Contractual Services Expense	\$ 858,839.00
(5) For the Purchase of Capital Items:	\$ <u>0.00</u>

SUB-TOTAL: \$ 942,312.00

In Sub-department 0078 – Risk Management/Civil Division

(1) For Salaries and Performance Incentive Pay	\$ 182,948.00
(2) For Employees Medical/Life Insurance	\$ 8,400.00
(3) For the Purchase of Materials and Supplies	\$ 800.00
(4) For Contractual Services Expense	\$ <u>14,185.00</u>

SUB-TOTAL: \$ 206,333.00

TOTAL: \$1,986,564.00

(11)

FUND 0136 – VETERANS ASSISTANCE COMMISSION

The amount of \$149,190.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Salaries and Performance Incentive Pay	\$ 57,054.00
(2) For County IMRF Contribution	\$ 3,731.00
(3) For Employees Medical/Life Insurance	\$ 5,600.00
(4) For FICA/Social Security Contribution	\$ 4,364.00
(5) For the Purchase of Materials and Supplies	\$ 2,970.00
(6) For Contractual Services Expense	\$ 72,471.00
(7) For the Purchase of Capital Items	\$ 3,000.00
TOTAL:	\$ 149,190.00

FUND 0161 – PUBLIC BUILDING COMMISSION LEASES

The amount of \$2,115,613.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Lease Agreement for the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois:

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission	\$2,115,613.00
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The amount of \$293,093.00 to be levied and collected for the following purposes.

(12)

Pursuant to the provisions of the Lease Agreement for the 115 East Washington Street building between the Public Building Commission of McLean County and the County of McLean, dated November 20, 2001.

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission \$ 293,093.00

FUND 0162 - PUBLIC BUILDING COMMISSION ADDITIONAL RENT, OPERATIONS, MAINTENANCE

The amount of \$1,817,411.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Agreement for the Operations and Maintenance of the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$1,817,411.00

The amount of \$151,056.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Government Center between the Public Building Commission of McLean County and the County of McLean, Illinois, dated November 20, 2001.

(1) For Additional Rental Payment due to the Public Building Commission \$ 151,056.00

The amount of \$134,316.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Old County Courthouse Building between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$ 134,316.00

McLEAN COUNTY PROPERTY TAX LEVY: 2002 - 2004

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY PAYABLE IN 2002	PROPERTY TAX LEVY PAYABLE IN 2003	PROPERTY TAX LEVY PAYABLE IN 2004	CHANGE FROM PRIOR YEAR INCREASE/(DECREASE) TAX RATE	AMOUNT	% CHANGE
General Fund 0001	\$0.25000	\$ 0.24420	\$ 0.24905	\$ 0.24931	\$ 0.00066	\$ 380,178.00	5.92%
Persons/Dev. Disabilities 0110	\$0.10000	\$ 0.02201	\$ 0.02152	\$ 0.02088	-\$0.00065	\$ 13,081.00	2.39%
TB Care & Treatment 0111	\$0.07500	\$ 0.01005	\$ 0.01024	\$ 0.01032	\$ 0.00008	\$ 16,864.00	6.38%
Health Department 0112	\$0.15000	\$ 0.09544	\$ 0.09365	\$ 0.09217	-\$0.00148	\$ 93,918.00	3.89%
County Highway 0120	\$0.07500	\$ 0.07338	\$ 0.07358	\$ 0.07198	-\$0.00162	\$ 61,312.00	3.23%
Bridge Matching 0121	\$0.05000	\$ 0.04892	\$ 0.04881	\$ 0.04854	-\$0.00027	\$ 36,622.00	2.85%
County Matching 0122	\$0.03750	\$ 0.03669	\$ 0.03735	\$ 0.03734	-\$0.00002	\$ 52,967.00	5.49%
Children's Advocacy 0129	\$0.00400	\$ 0.00391	\$ 0.00398	\$ 0.00400	\$ 0.00002	\$ 6,356.00	6.20%
FICA 0130	NONE	\$ 0.07761	\$ 0.07778	\$ 0.07133	-\$0.00645	\$ (64,317.00)	-3.20%
IMRF 0131	NONE	\$ 0.04932	\$ 0.04976	\$ 0.05955	\$ 0.00979	\$ 337,827.00	26.31%
Historical Museum 0134	\$0.00200	\$ 0.00196	\$ 0.00200	\$ 0.00200	\$ 0.00000	\$ 2,858.00	5.54%
Tort Judgment 0135	NONE	\$ 0.07554	\$ 0.07294	\$ 0.07294	\$ 0.00000	\$ 104,567.00	5.56%
Veterans Assistance 0136	\$0.03000	\$ 0.00594	\$ 0.00574	\$ 0.00548	-\$0.00026	\$ 1,070.00	0.72%
L & J Debt Service 0161	NONE	\$ 0.08689	\$ 0.08199	\$ 0.07768	-\$0.00431	\$ 93,578.00	0.00%
L & J Add'l Rental 0162	NONE	\$ 0.01204	\$ 0.01135	\$ 0.01078	-\$0.00068	\$ 92,941.00	5.43%
115 Gov't Center Debt Service	NONE	\$ 0.00722	\$ 0.00225	\$ 0.00555	\$ 0.00329	\$ 151,056.00	159.93%
115 Gov't Center Add'l Rental	NONE	\$ 0.01622	\$ 0.01604	\$ 0.01560	-\$0.00044	\$ 11,000.00	2.86%
Cooperative Extension Service	\$0.05000	\$ 0.01622	\$ 0.01265	\$ 0.01128	-\$0.00138	\$ (19,368.00)	-5.93%
ETSB 911 Debt Service	NONE	\$ 0.01421	\$ (0.01265)	\$ (0.01128)	\$ 0.00138	\$ 19,368.00	-5.93%
ETSB 911 Surcharge Abatement	NONE	\$ (0.01421)	\$ 0.00479	\$ 0.00493	\$ 0.00014	\$ 10,736.00	8.69%
Old Courthouse Add'l Rental	NONE						
TOTAL:		\$0.93715	\$ 22,817,871.00	\$0.93065	\$ 24,013,887.00	\$ 1,251,558.00	5.21%
Equalized Assessed Valuation:		\$2,627,874,419.00	\$ 2,770,325,723.00	\$ 2,935,000,000.00	\$ 164,674,277.00		5.94%
Adjusted EAV for Computing Tax Rates:		\$2,434,817,683.00	\$ 2,580,344,617.00	\$ 2,723,582,600.00	\$ 143,217,983.00		5.55%

Members Sorensen/Selzer moved the County Board approve the Request for Approval and Adoption of the 2003 Tax Levy Ordinance for McLean County and Authorize the Chairman and the County Clerk to Sign. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2004 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED. The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2004 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

11.52 ADDITIONS OF POSITIONS. In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

11.53 REPEAL. The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2004.

11.54 EFFECTIVE DATE. This Resolution shall take effect and be in full force on and after January 1, 2004.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Gordon moved the County Board approve the Request for Approval and Adoption of the Fiscal Year 2004 Full-Time Equivalent Positions Resolutions and Authorize the Chairman and the County Clerk to Sign. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Bass moved the County Board approve the Request for Board Authorization to have the County Administrator Publish Fiscal Year 2004 Adopted Budget Appropriation Ordinance and the 2003 Tax Levy Ordinance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committee's General Report is in the packet on pages 53-74.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

CADASTRAL DATA MAINTENANCE SERVICES

CONTRACT
AMENDMENT

Submitted to:

McLean County

ILLINOIS



SIDWELL

Providing clients with
REAL *Results*



Contract Amendment

CONTRACT AMENDMENT

THIS AGREEMENT entered into this _____ day of _____, 2003 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and MCLEAN COUNTY, Illinois, a government entity, hereinafter called "the County," party of the second part, WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing professional Cadastral Data Maintenance Services for various governmental agencies in the United States; and

WHEREAS, McLean County is desirous of amending its standing agreement and of having The Sidwell Company provide professional Cadastral Data Maintenance Services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

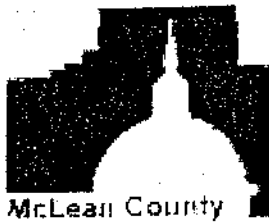
TECHNICAL SCOPE OF SERVICES

The Sidwell Company will perform the services and deliver the products described in the technical work plan that follows. The project area includes all of McLean County, Illinois.

This Contract Amendment formally amends our service contract. Specifically, we have agreed to modify the standing mapping services agreement as follows:

- To provide for the maintenance of the McLean County GIS database
- To outline the workflow for service performed on the GIS database
- To establish a per-parcel fee for work performed on the GIS database





The existing "Service Contract between McLean County, Illinois and The Sidwell Company" (dated June 14, 1977) provides for Sidwell to perform the "servicing, updating and other services related to the cadastral aerial tax parcel maps of McLean County, Illinois, prepared under a contract dated February 20, 1974." This Contract Amendment, which provides for "renegotiation concerning the services provided," is still in force as of this date.

McLean County has recently acquired a countywide, cadastral GIS database. This amendment modifies the original service contract by including the maintenance of the McLean County GIS database in the scope of services provided by Sidwell. All work performed by Sidwell on that database will be under your direct management and with your authorization.

The workflow that will be followed to bring the GIS database up-to-date and to provide ongoing maintenance will be as follows:

- Secure and sort (Area [Geographic Township] and Section) the documents that need to be processed.
- Obtain a list of the most current parcel numbers from McLean County. We will also add a column to our PCS (Parcel Control System) to distinguish between the City of Bloomington Township parcels and those within the remainder of the county. This will allow us to track the work performed for billing purposes.
- Extract the parcel numbers from the GIS.
- Compare the data from both sources and report all of the differences.
- Compare the list of mismatched parcels against our PCS database to determine which parcels are active and which have been made inactive.
- Beginning in the most active Areas (Geographic Townships) of the county, process the documents and add the updated information to the GIS.
 - Make a laser plot of the area affected by the update.
 - Generate a change record form for the parcels removed and the new parcels added. To avoid any confusion, these change records will be in a different color from those normally generated through our map maintenance procedures.
 - Check the PCS program to make sure that the information previously entered in the program coincides with the update to the GIS.
 - If the work was not previously entered in the PCS program, add in the information per standards.
- As each section is completed, review the list of mismatched parcels to make sure that all of the update work is accounted for.
- When a section is complete, check the work for completeness, accuracy, and adherence to the standards of the GIS Geodatabase.
- Upon completion of an area, forward the updated file, the laser plots, the change records, and the updated PCS file to the appropriate offices.
- Throughout the normal functions of updating, if we should find that the data is possibly incorrect we will notify the county with our concerns.

Contract Amendment





PROJECT COSTS

The scope of work outlined above will be invoiced on a per parcel basis. The parcel count computation will include parcels added and removed from the parcel database.

Our fee for platted subdivisions will be **\$15.00 per parcel**.

Our fee for all other areas of the county will be **\$19.00 per parcel**.

This Contract Amendment, as heretofore described, made and entered into on this _____ day of _____, 2003.

THE SIDWELL COMPANY

MCLEAN COUNTY, ILLINOIS

By *Neal Carpenter*
Neal Carpenter, Executive Vice President

By _____
County Board Chairman, McLean County

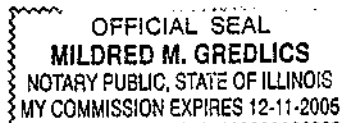
Contract Amendment

NEAL CARPENTER personally
appeared and signed before me as an
officer and agent of said corporation this

31 day of October, 2003.

Mildred M. Gredlics

Notary





AFFIDAVIT OF EQUAL OPPORTUNITY


As a condition of continuing a contractual or business relationship with McLean County, Illinois it is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex (except where sex is a bona fide occupational qualification), or national origin. This shall include handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

Contract Amendment

In signing this affidavit, the bidder or contractor further certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments; and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex (except where sex is a bona fide basis for segregated facilities), or national origin, including handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation, because of habit, local custom or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

THE SIDWELL COMPANY


Neal Carpenter
Executive Vice President

Members Sorensen/Kalapp moved the County Board approve the Request for Approval of an Amendment to a Service Contract between the Sidwell Company and McLean County, Illinois: GIS Cadastral Mapping Services – Supervisor of Assessments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

MCLEAN COUNTY BOARD

AND

MCLEAN COUNTY SHERIFF

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

REPRESENTING

**MCLEAN COUNTY CORRECTIONAL OFFICERS(including Transport Team),
CORRECTIONAL CORPORALS, CORRECTIONAL SERGEANTS, CONTROL
OPERATORS, COOK I AND COOK II**

January 1, 2003 through December 31, 2005

e:ed/unions/fopcor0305.doc

F. O. P. CONTRACT

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the McLean County Board and the McLean County Sheriff (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (herein referred to as the "Union"). It is the purpose of this Agreement and it is the intent of the parties here to establish and promote mutual harmonious understanding and relationships between the Employer, its employees, and the Union. To promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive Collective Bargaining Representative of all Correctional Officers, Control Operators, Cook I and Cook II herein referred to as "employees" for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment.

This is in accordance with ILRB Case No. S-RC—03-034.

ARTICLE 3
NON-DISCRIMINATION

Section 1

The Employer shall not discriminate against any employee on the basis of race, color, gender, religion, national origin, union membership, age, physical or mental handicaps, marital status or political affiliation and/or beliefs and shall adhere to all local, state and federal law relating to same.

Section 2

The Union shall not discriminate against any employee on the basis of race, color, gender, religion, national origin, union membership, age, physical or mental handicaps, marital status or political affiliation and/or beliefs.

Section 3

The Employer and the union shall adhere to all State and Federal laws relating to affirmative action principles.

Section 4

It is agreed that wherever the masculine pronoun is used in this Agreement, it is used in its generic sense and refers to all employees, regardless of gender.

ARTICLE 4 MUTUAL COOPERATION

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of corrections management can be effectuated for the maximum protection of the citizens of McLean County, Illinois.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

ARTICLE 5 DUES DEDUCTIONS - FAIR SHARE

Section 1 - Dues Deduction:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Illinois FOP Labor Council from the pay of all employees covered by this Agreement, who, in writing, authorize such deduction (see appendix "A"). Such money shall be submitted to the Illinois F.O.P. Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Such deduction shall continue in effect until revoked in writing by the employee, or until his termination of employment, or until the termination of employment, or until the termination of this Agreement.

Section 2 - Fair Share:

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

If the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;
2. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

3. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the officer may have to the fair share fee;

4. The Union has complied with the U.S. Supreme Court decision in Hudson v. Chicago Teachers Union.

Section 3 - Hold Harmless:

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 6
MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Sheriff's Department;

2. To determine and change the purpose, composition and function of each of its constituent department, and subdivisions;

3. To set standards for the services to be offered to the public;

4. To direct the employees of the Sheriff's Department including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work;

7. To contract out work when essential in the exercise of cost effective operations.

8. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

9. To establish, modify, combine or abolish job positions and classifications;

10. To add, delete or alter methods of operation, equipment or facilities;

11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. To establish, implement and maintain an effective internal control

program;

13. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and

14. To add, delete or alter policies, procedures, rules and regulations, subject to a forty-five (45) day review policy under labor/management conference.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or any act or acts of any employees. Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 1 - No Strike Commitment:

Neither the Union nor any officer, member of the Union, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, intentional slow down in work rate, or picket which causes work stoppage, or other concerted refusal to perform duties by an employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County government, including the Sheriff's Department. Neither the Union nor any employee, member of the Union, or employee covered by this Agreement, shall refuse to cross any picket line, by whomever established.

Section 2 - Resumption of Operations:

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

Section 3 - No Lockout:

The Employer will not lock out any employee(s) covered by this Agreement as a result of a labor dispute with the Union.

ARTICLE 8 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 9 DUE PROCESS

If the investigation or interrogation of employee is likely to result or does result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall provide reasonable due process. An employee may be relieved of duty prior to the imposition of such punitive measures and then shall receive all ordinary pay and benefits pending the outcome of the investigation. Reassignment or shift transfers made for training purposes do not apply.

Nothing in this Article is intended to or should be construed to waive employees right to Union representation during questioning that the employee reasonably believes may lead to discipline. Members of the bargaining unit shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975).

ARTICLE 10 GRIEVANCE AND ARBITRATION

Section 1 - Grievance:

It is mutually desirable and hereby agreed that all grievances shall be first discussed between the grievant and the grievant's immediate supervisor to attempt resolution through informal means. If the informal process fails to satisfy the grievant, the grievance shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any written complaint involving any dispute or difference of opinion raised by an employee, the Union or Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

The remedies sought by the grievant in the grievance filed shall be exclusive and no additional remedies may be requested or added.

Each step initiated by the Union must bear a time stamp on the grievance to verify the date and time that the action was initiated.

STEP 1: The employee, with a Union Representative, and after reducing to writing on a mutually agreed to form (see Appendix B), may take up a grievance with the Jail Operations Officer within seven (7) calendar days of its occurrence

or discovery. The Jail Operations Officer shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

STEP 2: The Grievance will be referred to the Jail Superintendent prior to going to Step 3 subject to the same seven (7) calendar day time limit.

STEP 3: If not adjusted in Step 2, the grievance shall be presented by the Union and the employee to the Sheriff or his designee within seven (7) calendar days following the receipt of the Jail Superintendent answer in Step 2. The Sheriff or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, Jail Operations Officer, Jail Superintendent and the Union Representative within seven (7) calendar days after receipt of the grievance from the Union. The Sheriff shall then render a decision based on the information supplied during the meeting, within seven (7) calendar days of the meeting.

STEP 4: If not adjusted in Step 3, the grievance may be presented by the Union to the County Administrator within seven (7) calendar days following the receipt of the answer in Step 3. A meeting shall be held within twenty-one (21) calendar days with the County Administrator or his designated representative to discuss the grievance and hopefully come to an equitable solution. The County Administrator or his designee shall then render a decision within seven (7) calendar days of the meeting.

Section 2 - Referral:

Grievances, excluding those involving disciplinary time off, demotion or discharge may be appealed to Arbitration within fourteen (14) calendar days following the Step 4 answer.

If a grievance involving disciplinary time off, demotion or discharge is not satisfactorily resolved at Step 4, the grievant may proceed to the Sheriff's Merit Board by appealing within fourteen (14) calendar days after the Step 4 answer. However, if the Sheriff's Merit Board refuses in writing to hear the appeal, the grievance may be appealed within fourteen (14) calendar days of the refusal to the Circuit Court for an order requiring the Merit Board to hear the matter.

Section 3 - Arbitration:

The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two-(2) panels of arbitrators submitted by the Federal Mediation and Conciliation Service. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to the terms of this Agreement or applicable law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of the agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the costs of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of a written transcript.

Section 4 - Time Limits:

No Grievance shall be processed unless it is submitted within seven (7) calendar days from the date the employee knew or should have known of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the Union Representative involved in each step.

ARTICLE 11

LABOR-MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held. However, if either the Union or the Employer refuses to meet within fifteen (15) days, the other party may demand a meeting, within fifteen (15) days. The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;

2. A sharing of general information of interest to the parties;
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees. Said notification is upon a voluntary basis and is non-binding; and
4. Safety issues.

Without the consent of both parties, such Labor-Management Conference will not be held over eight (8) times a year.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor-Management Conferences," Union members shall be allowed to attend such meetings as long as the staffing levels permit and the operational needs of the facility are met.

ARTICLE 12

LAYOFF AND RECALL

Section 1:

In the event of a layoff of employees covered by this Agreement, all part-time, temporary and probationary employees shall be laid off first. The Employer agrees not to hire personnel to perform duties otherwise previously performed by the employee(s) subject to lay-off. The Employer shall determine the classification(s) to be subject to lay-off (Corrections, Control Room or Cook).

The Employer shall notify the affected employee no less than thirty calendar (30) days in advance of the scheduled layoff.

Section 2:

In the event of layoff, employees covered by this Agreement will be laid off in reverse order of seniority.

Section 3:

During a layoff, if it becomes necessary to assign an employee to a different job classification or shift, efforts will be made to place such employee in the below listed order:

1. He will displace the least senior employee in the same job classification.
2. If an employee cannot be retained in the same job classification and has sufficient seniority, he will be assigned to a classification previously held. In being so assigned, he will displace the employee in that classification with the least seniority.
3. If he cannot be placed under 1, and 2 above, he shall be laid off.

While on layoff an officer shall continue to accumulate seniority for six (6)

months.

Section 4:

When vacancies occur within their job classification, laid off employees shall be recalled in order of seniority. Notice of such recall shall be mailed to the last known address of the laid off employee by certified mail. The employee so notified has two (2) weeks to respond, or his employment status shall be terminated.

The employee's right to recall shall be for a period of two (2) years from the date of his layoff.

ARTICLE 13
EMPLOYEE SECURITY

Section 1 - Just Cause Standard:

No employee covered by this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. The Employer agrees to discipline progressively and correctively based on the severity of the offense.

Section 2 - File Inspection:

The Employer's Personnel Files and disciplinary history files relating to any employee shall be open and available for inspection by the affected officer. Inspection of these files shall be during regular business hours, shall not interrupt the normal office duties, and an Administrative Officer shall be present. An employee shall have the right to authorize a Union representative, on his behalf, to review personnel files and time records if said permission is in written form and the Employer received a copy of such written authorization. One (1) working day's notice will be required.

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 3 - Limitations of Use of File Material:

It is agreed that any material and /or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the employee's interests.

The employee shall have the right to provide a written response to any item in the file.

Section 4 - Use and Destruction of File Material:

Disciplinary investigation files shall be destroyed by the Employer according to the following schedule:

Complaint case files shall be destroyed in accordance with the following schedule, unless the investigation relates to a matter which has been subject to either civil or criminal litigation. In the event of either civil or criminal litigation, the following schedule shall apply upon the conclusion of said litigation from the date of occurrence.

1. Letter of Commendation - Permanent
2. Letter of Caution - one (1) year without misconduct.
3. Written Reprimand - one (1) year without misconduct.
4. Letter of Suspension (3 days or less) - two (2) years without misconduct.
5. Letter of Suspension (4-10 days) - four (4) years without misconduct.
6. Letter of Suspension (10 days or more) - five (5) years without misconduct.
7. All written forms of discipline - not set forth above - One (1) year without misconduct.

Any information of the adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained on file, shall not be used against the employee in any further proceedings.

ARTICLE 14

INDEMNIFICATION

Section 1 - Employer Responsibility:

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the McLean County Liability insurance limit of \$1 million, whichever is greater.

Section 2 - Legal Representation:

Employees shall have legal representation provided by the Employer and selected by the Employer in any civil cause of action brought against an employee, brought resulting from or arising out of the performance of duties, pursuant to law.

Section 3 - Cooperation:

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4 - Applicability:

The Employer will provide the protections set forth above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3 directly above, with the Employer in defense of the action(s) or claim(s).

ARTICLE 15

SENIORITY

Section 1 - Definition of Seniority County vs. Bargaining Unit:

As used herein, the term "County Seniority" shall refer to and be defined as the continuous length of service or employment from the last date of hire with the County. As used herein, the term "Bargaining Unit Seniority" shall refer to and be defined as continuous service in classifications covered by the terms of this Agreement.

Section 2 - Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and it shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listings shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits; or
2. Is discharged for just cause; or
3. The employee is laid off for more than two (2) years; and/or
4. Off-the-job injury or illness for a period of two (2) years or more after the employee has exhausted all paid leave. The Sheriff or his designee may at his sole discretion extend the two (2) year period.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

Section 3 - Notice to Union:

The Employer shall provide the Union with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given the Union of any changes or modifications made to the list. A copy of the current Seniority List will be posted on the Union Bulletin Board.

Section 4 - Shift Bidding:

Employees covered by the terms of this Agreement shall be allowed to exercise their seniority for purposes of the selection of their hours of work and days off based upon the Employer's posting of the work schedule. Shift bidding shall be completed annually in six (6) month blocks. Shift bidding shall be by seniority within the job classification for all classifications covered by the terms of this Agreement. The Employer agrees to provide a copy of the rules and procedures surrounding shift bidding. In the event that a vacancy for Correctional Officers and/or Sergeants occur on a shift within any six (6) month shift schedule, the employees working that shift shall be allowed to re-bid for days off on that shift. Vacancy shall be defined as termination from the current job classification. This practice shall not be allowed after June 1 of the

first six (6) month shift schedule and December 1 of the second six (6) month shift schedule. Re-bidding will only be allowed if it is on the same shift. The employee changing their days off shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.

In the event that a vacancy for a Control Operator should occur within any six (6) month shift schedule, a Control Operator, based on seniority within the job classification, may re-bid for the vacant shift. Vacancy shall be defined as termination from the current job classification. This practice shall not be allowed after June 1 of the first six (6) month shift schedule and December 1 of the second six (6) month shift schedule. The employee(s) changing their shift shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.

Vacation bidding shall be by Bargaining Unit Seniority among all classifications.

Section 5 - Promotions:

Promotion will be decided by seniority within job classification when all other factors are equal.

Section 6 - Probationary Employee Shift Bidding:

During the probationary period for newly hired individuals, no individual shall exercise any seniority rights in bidding. Upon the successful completion of the probationary period, an employee will be credited with a seniority date from the first day employed, less any extended unpaid leaves as provided elsewhere in this Article.

Section 7 - Breaks in Service:

Adjustments to seniority (i.e. subtractions) shall be made for all breaks in service (i.e. on unpaid leave) which exceed two (2) months, including leaves of absence and layoffs.

ARTICLE 16 **UNION REPRESENTATIVES**

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 - Attendance at Union Meetings:

Subject to the need for orderly scheduling and emergencies, the Employer agrees that no less than three (3) and no more than five (5) designated representatives of the Union shall be permitted reasonable time off, to attend general, board or special meetings of the Union, provided that at least two (2) working days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such Union representatives shall be certified in writing to the Employer. Said attendance will be on an unpaid basis.

Section 2 - Grievance Processing:

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 3 - F.O.P. Conference:

Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Union and submitted to the Jail Superintendent with at least fourteen (14) working days notice, be given a leave of absence for the period of time required to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff or his designee. Said attendance will be on an unpaid basis.

Section 4 - Union Negotiating Team:

Members designated as being on the Union negotiation team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be responsible for arranging in advance of any negotiating session coverage of their post that is acceptable to the Employer. In the event of an emergency call back of personnel, the Sheriff or his designee reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 17 **DISABLING DEFECTS**

Section 1 - Disabling Defects:

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 18 **BULLETIN BOARDS**

The Employer shall provide the Union with a no less than two (2) bulletin boards, upon which the Union may post its notices. Only official Union notices shall be placed on the bulletin boards.

ARTICLE 19 TRAINING

Section 1 - General Policy:

The McLean County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees who attend training sessions which result in a workweek in excess of forty (40) hours shall receive one and one-half (1-1/2) hours compensatory time off or pay, at the officer's option, for each hour over forty (40) hours required to be worked because of such required training.

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Basic mandatory training as required by State law shall be excluded from this provision.

The Employer agrees to pay one and one-half (1 1/2) times for one-half (1/2) hour of travel time for Firearms Training. During firearms qualifications and/or training, employees shall be compensated at the rate of overtime in accordance with Article 30, Section 2 - Overtime Payment.

In the event the firearms training site is moved from the current location of Bloomington Gun Club, the parties agree to conduct a Labor Management Conference to discuss the impact and attempt to reach an agreement as to any changes in travel time. Absent an agreement, the parties agree to maintain one-half (1/2) hour of travel time in accordance with Article 36, Section 2 - Overtime Payment.

None of the above provisions shall result in a reduction of the normal hours in a workday for purposes of pay. This Section applies only to off-duty training of officers.

Section 2 - Access:

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3 - Posting:

Upon receipt of a notice of an acceptable school training program, it will be posted in the Correction's Department, giving the employees an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff or his designee, acting in the best interests of the Department.

ARTICLE 20
TUITION REFUND

An employee requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The course must be determined by the Sheriff or his designee to be job related, be reasonably approved in advance by him, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule and procedure:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D or below	NONE

The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois.

The minimum funding for tuition refund for each year of this Agreement shall be \$2,000. If, during the calendar year, applications for reimbursements exceed the budgeted amount, reimbursement will be pro-rated by the dollar amounts of legitimate requests by the applicants. Distribution of tuition refunds shall occur at the end of each year to those qualified who are covered by this Agreement.

ARTICLE 21
LEAVES OF ABSENCE

Section 1 - Military Leave:

An employee who is a member of a reserve component of the Armed Services or the Illinois National Guard shall be granted annual training leave. The Employer shall continue to pay the employee's base salary for two (2) work weeks per calendar year. Military training leave shall be granted without the loss of general leave time. The employee has the option of keeping his military training pay and foregoing payment by the Employer; however, if he elects to receive his salary from the Employer for that period of leave, he must endorse over to the Employer his payment received from the Armed Service or National Guard.

An employee called into active service or who volunteers in the Armed Forces of the United States for not more than one (1) enlistment period, shall be granted a leave of absence for the period of such service and shall accumulate seniority, but not benefits during the period of such service. On termination of such service, he will be re-employed in line with his capabilities and seniority provided that he notifies the Jail Superintendent in writing of his availability.

and actually returns to work within the applicable time limits of the then current Federal and/or State law in regard to such re-employment.

Section 2 - Jury Duty and Other Non-Work Related Court Appearances:

Upon notice to the Jail Superintendent, employees shall be permitted authorized absence from duty for appearance in court because of jury service or by direction of proper authority.

- (a) Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness.

Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of McLean is a party, shall not be considered absence from duty within the meaning of this policy.

Nothing in this agreement shall require the Employer to subsidize employees engaged in litigation against the Employer. Such employee shall not be paid nor shall they be absolved from using appropriate approved leave, as for any other personal business.

Section 3 - Funeral Leave:

An employee may be absent with pay for a period of up to three (3) days due to a death in the immediate family. The Department Head may grant additional time off in unusual circumstances. A member of the immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister, or brother (including half or step), father in law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild including spouse's.

Section 4 - Disability Leave for Off-The Job Injury or Illness:

Any employee who suffers from an off-job injury or illness, and who requires extended leave, may elect to apply ordinary TOPS time or reserve time according to the provisions of the TOPS program.

Any employee who suffers from an off-job injury or illness, including pregnancy-related disability, and who has exhausted all benefit time which may be used for sick leave, must request an unpaid leave of absence within five (5) working days of the exhaustion of sick leave benefits. This request must be in writing and include a statement provided by the employee's physician as to the nature of the disability and the approximate length of time needed for the leave. The Employer reserves the right to verify the employee's disability by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

- (a) Leave(s) of absence without pay under this Section may not exceed a total of six (6) months. During the first three (3) months of any such leave, the employee is guaranteed his former position; beyond that he is guaranteed the first available opening in the bargaining unit for which he is qualified.
- (b) The granting of leave under this Section shall be at the discretion of the Sheriff, taking into account such factors as the employee's length of

service and record of availability for regularly scheduled hours of work for the department.

- (c) Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

Section 5 - Sick Leave:

It is the policy of McLean County to provide protection for employees against loss of income because of illness.

Legitimate use of sick leave includes the illness of the employee or one of an immediate family member, when such family illness requires the employee's assistance. An employee's immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild including spouse's. Use of sick leave for the immediate family shall be limited to the use of TOPS time (not Reserve time), except as provided in Article 26.

An employee requesting TOPS time or Reserve time for sickness shall inform his immediate supervisor of the facts and the reasons for absence as soon as possible, in any event, at least one hour prior to the beginning of the employee's shift. Employees who are unable to return to work upon expiration of authorized benefit time must request a leave of absence without pay.

Pregnancy leave may be charged to TOPS time or Reserve time in accordance with the provisions of the TOPS program.

An employee off due to personal sickness or injury for three consecutive working days or longer shall present to his supervisor a doctor's authorization to return to duty. The Employer reserves the right to verify the employee's ability to return to work by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

Section 6 - FMLA and ADA:

The Employer and the Union agree to adhere to the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA).

Section 7 - Shift Trades:

Subject to departmental staffing requirements, voluntary shift trades for individual shifts will be permitted, providing that, except in emergency circumstances, twenty-four (24) hours advance notice is given to the scheduled employee's shift supervisor, the supervisor approves the request, and the trade is between qualified employees. No request will be unreasonably denied.

Section 8 - Education Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

ARTICLE 22
DISABILITY INCOME

Any employee covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

This Article shall be covered by the provisions of 5 ILCS 345/1.

ARTICLE 23
MERIT COMMISSION

The Employer shall advise the Union in writing of all public meetings of the McLean County Merit Commission and a Union Representative may attend the above meetings. The parties agree to adhere to the provisions of 55 ILCS 5/3-8001 et seq. for purposes of correctional Officers covered by this Agreement.

ARTICLE 24
HOLIDAYS

Section 1 - Designated Holidays:

The Employer agrees that the following days be considered holidays and these holidays shall be recognized on the dates indicated:

New Year's Day
(January 1)

Martin Luther King Day
(3rd Monday in January)

President's Day
(3rd Monday in February)

Memorial Day
(May 30)

Independence Day
(July 4)

Labor Day
(1st Monday in September)

Veteran's Day
(November 11)

Thanksgiving Day
(4th Thursday in November)

Friday after Thanksgiving Day
(Day after Thanksgiving Day)

Christmas Day
(December 25)

If the Employer adopts a holiday schedule for other employees which exceeds ten holidays, the additional holiday(s) shall apply to this bargaining unit. The additional holiday(s) shall be the same as added for other employees unless otherwise mutually agreed between the Employer and the Union. If the Employer adopts different days as holidays, the Union may elect to change their holidays (above) to those days adopted for other employees, having provided the Employer with adequate written notice of this election. Additional holidays may be granted by action of the County Board, in which case additional time will be added to the TOPS Program.

ARTICLE 25

EMPLOYEE TIME OFF PAID SYSTEMS (TOPS)

Section 1- Purpose

The purpose of the Time-Off Paid System (TOPS) is:

- a) To provide flexibility for employees to utilize paid time off to their advantage.
- b) To provide protection from loss of income during long-term illness.
- c) To provide the Sheriff's Department with the necessary staff to maintain its functions at an effective level.

Eligibility

All employees covered by the terms of this Agreement who are otherwise eligible for paid leave are covered by the TOPS program.

Regulations

- a) The Employer retains the right to schedule employees in order to maintain adequate staff, to provide the services expected in the department. Therefore, the Employer has the authority to determine employee schedules and to limit the granting of requests for TOPS, as necessary to fulfill that responsibility. In granting requests for TOPS hours, all other things being equal, preference will be given to employees with greater Bargaining Unit Seniority.
- b) All employees accrue TOPS and Reserve Hours based on the number of hours paid by the Employer, excluding additional hours, such as overtime. During the probationary period, newly hired employees can use TOPS time as authorized by the Employer.

c) TOPS hours (other than illness) must be scheduled through your supervisor.

d) During the remainder of the calendar year during which employment under the TOPS Program begins, the employees must take a minimum average of ten (10) hours per month. A minimum of one hundred twenty (120) hours of TOPS must be taken each year after the first year of employment. Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 minus the hours actually taken off), unless such failure is due to the cancellation, denial or unavailability of hours scheduled off by the County. This forfeiture shall occur at the time of the "sell back" mentioned in "e".

e) Employees may "sell back" accumulations down to a minimum of forty (40) hours in their TOPS hours account. This option is granted once a year, and paid on the first non-payday Friday in December, for employees on the payroll.

f) TOPS hours may be accumulated to a maximum of one and one half-(1 ½) times the annual rate of accrual.

g) TOPS hours may not be used after notice of resignation has been given.

h) All time off paid by the Employer taken by an employee will be charged to the employee's TOPS hours or Reserve Account hours. All TOPS hours and TOPS Reserve Account hours taken must be available at the time that the hours are taken to receive pay. In addition, no employee shall be permitted to schedule time off not related to illness under Regular TOPS unless, at the time of such scheduling, his TOPS hours are projected to remain at a minimum of 40 hours after such time off.

i) An employee scheduled to work a holiday, who fails to work his scheduled shift on that holiday, will be docked eight (8) TOPS hours for the holiday, unless the employee is hospitalized, post-hospitalized but not released by a physician to return to work or is suffering from illness and is sent home by the shift supervisor or appropriate department head.

RATE OF ACCRUAL OF TOPS HOURS

YEARS EMPLOYED	FACTOR APPLIED PAID HOURS- 40 HOUR WEEK LIMIT YEARLY	ACTUAL HOURS EARNED
0 thru 6 th	.1346	280
7 th thru 15 th	.1538	320
16 th YEAR	.1577	328
17 th YEAR	.1615	336
18 th YEAR	.1654	344
19 th YEAR	.1692	352
20 th AND ABOVE	.1731	360

Reserve Account

There will also be established an additional benefit entitled "Reserve Account". The Reserve Account builds protection from pay losses due to hospitalization for long-term, serious medical problems or outpatient surgery.

RATE OF ACCRUAL FOR RESERVE ACCOUNT HOURS

FACTOR APPLIED TO PAID HOURS HOURS WORKED 40 HOURS/WEEK LIMIT .02308	ACTUAL YEARLY 48
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Reserve Account Regulations

- a) Each employee's Reserve Account may accumulate up to a maximum of seven hundred twenty (720) hours.
- b) Eligible Uses Are:
 1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting from and authorized by the employee's physician.
 2. Following an illness/injury absence from work of five (5) consecutive work days with the employee's physician's verification.
 3. For long-term serious medical problems which may not require hospitalization, but which recur within a sixty (60) day period, the five (5) consecutive work day requirement will be waived when authorized by the Sheriff's Department supervisor and/or county-designated physician who are the final authorities on all disputes, definitions, eligibility and interpretations of this benefit.
 4. Immediately when having scheduled outpatient surgery as verified by a license physician.

5. For long-term (at least five days) serious medical problems of a member of the employee's immediate family (spouse, child (ren), father, mother) which require the presence of the employee. This benefit shall only apply under the following circumstances and under the following conditions:

- I. Reserve Account hours may be used for this purpose, at the employee's request, only after the use of TOPS hours causes the employee's remaining balance of TOPS hours to be down to 20 hours (unless the employee's balance is already less than 20 hours); thereafter, TOPS shall be used for this specific purpose each pay period until the remaining balance of TOPS hours is at 20 hours, after which the Reserve Account shall be used.
 - II. This usage of Reserve Account hours shall be contingent upon the employee's circumstances qualifying him for coverage under the Federal Family and Medical Leave Act (FMLA) and only to the extent that such qualification/coverage continues. The employer reserves the right to verify the circumstances to assure that the FMLA applies.
- c) This benefit is not eligible for "sell back" nor may it be used for the illness or injury of members of the immediate family, except as specifically provided in #5 directly above.

Sell-Back at End of Benefits

In the event that the employee leaves the TOPS system, whether due to termination of employment or to the termination of benefits due to such events as a reduction in hours of work, and no longer receives such benefits as paid vacation and sick leave, the employee shall be able to sell-back Regular TOPS hours at the following rates:

LENGTH OF SERVICE WITH BENEFITS

Less Than One (1) Year	50%
One (1) Year or More;	
Less than Two (2) Years of Eligible Service	77.5%
Two (2) Years of more;	
Less than Five (5) Years of Eligible Service	85%
Five (5) Years or more;	
Less than Ten (10) Years of Eligible Service	90%
Ten (10) Years or more of Eligible Service	100%

Permanent Changes of Eligibility from TOPS

1. Employees who go from eligible for TOPS to eligible for regular vacation and sick leave benefits shall have their TOPS hours and Reserve Account Hours transferred as follows:
2. All TOPS Reserve Account Hours shall be transferred into the sick leave hours bank.

3. Forty hours of TOPS time, if it is available, shall be transferred into the vacation leave hours bank.
4. Forty hours of TOPS time, if it remains available, shall be transferred into the sick leave hours bank.
5. The remaining hours of TOPS time, if any, shall be eligible for sellback at the employee's regular rate of pay and at his option.
6. Any hours of TOPS time remaining shall be transferred into the employee's vacation leave hour bank.

Permanent Changes of Eligibility Status to TOPS

Employees who go from eligible for regular vacation and sick leave benefits into TOPS shall have their TOPS hours and Reserve Account Hours determined as follows:

1. All vacation leave hours shall be credited to the employee's TOPS Account Bank.
2. Forty-eight hours of sick leave time, if it is available, shall be transferred into the employee's TOPS Account Bank.
3. Any remaining sick leave time shall be credited to the employee's Reserve Account Bank.

Section 2 - Vacation Bidding:

Bid selection of vacation shall be by bargaining unit seniority. The most senior employee shall select all vacation times desired of no less than one week's duration. After all employees have bid, the most senior employees shall then select all vacation time desired of no less than one (1) day's duration. No vacation time selection shall be unreasonably denied.

Bidding selections shall begin on December 1st of each year. Bid schedules will be posted when selection is completed or by January 1st, whichever comes first. Vacation schedules may be adjusted for emergency situations.

During the year an employee may request to utilize vacation days in one (1) day increments with the approval of the Shift Supervisor or his designee subject to operational needs.

ARTICLE 26 INSURANCE

Section 1 - Health Insurance Plan:

The Employer will make every effort to maintain the present Health Insurance Plan coverage at the present contribution rate. Prior to the implementation of any change in the rates or in the coverage, the Employer will meet and confer with the Union, provide documentation in support of the change, and consider alternative suggestions offered by the Union. With any rate change, the present proportion of contribution will be maintained. The Union shall have the right to impact bargaining over the effects of any change in benefits. Impasses in such bargaining shall be resolved in accordance with 5

ILCS 315/14, as amended. Retired employees shall be allowed to purchase this same health insurance for the same cost, and on the same terms and conditions as active employees, and at the active group rate. Any improved or additional Health Insurance Plan benefits adopted by the Employer will be given to employees covered by this Agreement.

Section 2 - Life Insurance:

The Employer will provide a \$10,000.00 group life insurance policy for each full-time employee.

Section 3 - Liability Insurance:

The Employer presently has and will continue to maintain for the term of this contract both personal and vehicle liability insurance policies for the protection of the employees.

ARTICLE 27
GENERAL PROVISIONS

Section 1 - Union Representatives:

Authorized representatives of the National or State FOP shall be permitted to visit the Department during working hours to talk with employees and/or representatives of the Employer concerning matters relating to the general administration of this Agreement and labor-management relations.

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. One (1) working day's notice will be required to obtain said records.

Section 2 - Personal Property Damage:

The Employer agrees to repair or replace as necessary an employee's personal property/possessions, if such are damaged or broken during the course of the employee's duties, limited to equipment authorized by the Sheriff or his designee. Such incidents must be documented with the Jail Operations Officer.

Section 3 - Disease Exposure:

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty, with a signed physician's recommendation.

Section 4 - Burial Expenses:

The Employer agrees to defray all reasonable and customary funeral burial expenses of any employee of the McLean County Sheriff's Office killed in the line of duty.

Section 5 - County Policies:

Travel and per diem will be treated in accordance with General County Policies.

Section 6 - Residency:

Employees covered by the terms of this Agreement may reside within one (1) hour travel time from the McLean County Sheriff's Department.

Any employee who resides outside the County of McLean shall only receive compensation for travel under the terms of this Agreement from the time the employee enters McLean County at the point nearest their residence.

Section 7 - Promotion/Vacancy:

It is the policy of McLean County to hire qualified employees for all jobs.

Promotion to vacant positions shall be based on merit and fitness, education, experience, aptitude, knowledge, skill and seniority within the job classification in the Sheriff's Department. Seniority shall prevail in the event all things are equal.

If no existing department employee is found to have the requirements, or none apply, then outside applicants will be considered.

A job description and job requirements will be included in the posting of vacant positions.

No outside applicants will be considered for five (5) days after the position becomes available to insure that existing employees are considered.

All accrued benefits remain with the employee when transferred or promoted.

Any employee promoted to another Bargaining Unit position classification, i.e. a position classification with higher pay rates, shall be compensated in accordance with the pay rates of that higher classification.

Section 8 - Temporary Transfers and Assignments

An employee may request a transfer from one job classification to another job classification provided the employee possesses the qualifications, and provided that the job classification applied for is vacant.

When an employee is to be temporarily assigned to a different job classification, the employee with the most seniority that is qualified for the job classification will be offered the assignment. If the most senior qualified employee refuses the assignment, then the next senior qualified employee in that job classification will be offered the assignment. If all qualified employees refuse the assignment, then the least senior qualified employee in that job classification will take the assignment. For purposes of this Section, seniority shall be determined by job classification within a shift schedule, rather than by seniority within the entire Bargaining Unit.

There will be no monetary loss to the employee when the employer assigns an employee from one job classification to another.

Employees will receive the higher rate of pay when transferred by the employer to a work assignment in a higher pay job classification.

Employees will be returned to the previous job classification as soon as it is practical and operationally feasible to do so.

Employees may be temporarily changed from one shift to another only in the event of extended absences 30 days for one absent employee; 15 days if two or more absent employees) excluding vacations. In such event, the employer will seek volunteers (excluding unqualified probationary employees) and such shift changes shall not exceed fifteen (15) calendar days. An employee will not be required to so change more than once a year. Absent sufficient volunteers, such shift changes will be made in inverse order of seniority.

When a jail officer is to be temporarily assigned to a remote location (does not include transport) and circumstances of the situation permit, the opportunity will be offered to available, qualified jail officers on the shift in seniority order. If all such qualified jail officers refuse the assignment, then the least senior will be so assigned.

The assignment of an employee covered by terms of this Agreement as Training Officer (T.O.) and/or a Sergeant as the Jail Training Supervisor, although generally of longer duration than "temporary assignments" mentioned previously, shall be governed as follows:

(A) Compensation: For those employees and supervisor(s) who participate in shift bidding as J.T.O.'s, for each payroll period of such an assignment, the officer shall receive an additional 2% of his present hourly rate. Those who are assigned as J.T.O.'s who bid their shifts with other Correction Officers shall not receive additional compensation.

(B) Those qualified as Jail Training Officers will be offered the first opportunity for such assignments. Qualification includes being available for those shifts necessary to meet the needs of the Employer. Among those selected, shift bidding shall be in order of position classification seniority.

(C) Any employee agreeing to training as a Jail Training Officer, assuming successful completion of the training must spend a minimum of twelve (12) months, at the Employer's option, as a Jail Training Officer who participates in J.T.O. shift bidding.

Section 9 - Probation:

A person newly hired as a Cook I or Cook II shall be on probation for six (6) months. All other newly hired employees shall be on probation for one (1) year. New hires on probation may be dismissed during the first thirty- (30) days of employment without right of grievance appeal. Thereafter during their probationary period, they shall have the right to grieve disciplinary actions with such grievance not being subject to arbitration. Completion of probation for correctional officers is contingent upon successful completion of required academy training and field training, and no probation extension shall be granted for failure in such training. Probationary employees, after thirty (30) days, may grieve other kinds (other than dismissal or disciplinary actions, including discharge) of alleged violations of this Agreement, following the provisions of Article 13.

Anyone promoted to a higher position shall be on probation for the period of probation for that position classification (See Section 1). While on probation due to promotion, an employee may be returned to the previous position. The Employer may extend the employee's probation beyond the six (6) months or one (1) year in order to cover any days missed by the employee. (Excluding approved TOPS days.)

Section 10 – New Policies and Procedures:

Whenever new policies or procedures are to be implemented within the Sheriff's Department which would have an impact on the employees the Employer agrees to consult with the Union at least forty-five (45) days prior to implementation of the policy or procedural change.

Whenever an emergency exists which effects current policies and procedures, or whenever Federal and/or State courts of jurisdiction issue decisions or rulings which effect current policies and procedures, the Employer may immediately put into effect policies and procedures to deal with the emergency or to comply with the Court's decision.

The Employer agrees to consult with the Union as soon as possible to discuss the change.

ARTICLE 28
UNIFORMS& EQUIPMENT

Section 1 -- Uniform and Equipment Inventory

The County will furnish the following items to all employees in the following job classifications: Correctional Officers and Jail Sergeants:

Six (6) Shirts – 5 short sleeve, 1 long sleeve

Three (3) Pants

One (1) Tie

One (1) Cap

One (1) Coat

One (1) Sweater

Two (2) Badges

Two (2) Name Tags

One (1) Belt

Flashlights & Holders, Handcuffs & Holders available for check out per shift

In addition, those assigned to the Transport Team shall receive:

One (1) Overcoat

One (1) Soft Body Armor

One (1) Pair of Overshoes

One (1) Winter Hat

Duty Belt & Keepers

Holster

Magazine Holder

Speed Loader

Flashlight in Transport Vehicles
Portable Radio Holder & Radio Earpiece

Section 2 - Shoes:

Correctional Officers and Sergeants are required to wear, as part of their uniform, shoes that conform to the following: Black leather or simulated leather capable of being shined. Shoes must be laced (No slip-ons), and of slip resistant soles. No tennis shoes. If in doubt, check with Operations Officer, prior to purchase, to determine if shoes are acceptable. The County will reimburse each Correctional Officer/Sergeant up \$100, per year, for the purchase of these shoes. At the employee's option, Shoes may be ordered through the Sheriff's Department's approved bid list with the same limit of \$100 per year. The Correctional Officer/Sergeant must provide a receipt for the purchase of the shoes prior to reimbursement.

Section 3 - Cook I and Cook II:

The County will furnish the following items to all employees in the following job classifications: Cooks I and Cooks II:

Five (5) Blouse Smocks

Five (5) Pants

Two (2) Pair of Shoes

One (1) Sweater

Section 4 - Clothing Maintenance Allowance:

All employees covered under the uniform provisions above will be required to wear the full uniform and keep it clean. The uniform of the day will be determined by the division commander. A clothing maintenance allowance of \$40.00 each month will be paid to each employee furnished a uniform under this Article. If the employee's uniform, clothing or required personal equipment is damaged in the line of duty, the County will repair or replace the uniform, clothing and/or equipment. The County will repair or replace uniforms which are worn out.

Section 5 - Protective Gear:

All protective gear required by the Sheriff will be furnished by the County.

Section 6 - Duty and Off-Duty Weapon:

If certified by the Sheriff's Department Range Training Officer, employees may carry a personal weapon to and from work provided the weapon and the employee meet the Sheriff's Department Standards.

When an employee is required or authorized to carry a weapon, the employee shall furnish the weapon, within the guidelines of the Sheriff's Department; and the Sheriff's Department shall furnish the leather. New leather required due to the employee changing weapons will not be furnished. Employees, when authorized, may carry their personal weapons subject to the provisions of Section 5 of this Article, provided the weapon and the employee meet the Sheriff's Department standard.

ARTICLE 29
HOURS OF WORK AND OVERTIME

Section 1 - Workday and Workweek:

1. The normal hours of work are set forth herein:

1 st Shift	7:00 A.M.	to	3:00 P.M.
2 nd Shift	3:00 P.M.	to	11:00 P.M.
3 rd Shift	11:00 P.M.	to	7:00 A.M.
4 th Shift	Swing Shifts		
5 th Shift	Transportation Unit:		
	7:00 am	to	3:00 pm.
	11:00 am	to	7:00 pm.

6 th Shift	Medical Officer:
	9:30 am to 5:30 pm Mon., Tues., Wed., Fri.
	9:00 am to 5:00 pm Thurs.

Shifts may be changed in emergency situations and temporary changes in hours of work may be made on an individual basis for Transport Team members and the Medical Officer to cover specific needs. Reasonable notice will be given when possible. Shifts may also be changed when economic or operational conditions require the Sheriff or his designee to realign his coverage or restructure or add shifts on a temporary basis.

All time in excess of the hours worked in the normal workday and the normal workweek (Sunday through Saturday) shall be compensated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. When required to work four (4) or more hours overtime before and/or after his shift, the employee shall be entitled to one paid thirty (30) minute meal break, which will be scheduled within the shift. This meal period shall be considered out of service time during which the employee will be subject only to priority calls.

The workday for employees covered by this Agreement shall be eight (8) hours and the workweek shall be five (5) consecutive days of duty followed by two (2) days off, unless otherwise mutually agreed by the Employer and the Union.

Employees may be assigned to an irregular shift for training or for transport duty. Regularly scheduled days off shall not be modified unless agreed to by the affected employee. For purposes of this Section only, the 11:00 P.M. shift is deemed to be the same day, unless mutually agreed upon by the affected parties.

Section 2 - Overtime Payment:

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of that employee's normal work

hours in a given workday. Mandatory overtime in excess of twelve (12) consecutive hours shall be paid at two (2) times the employee's regular rate of pay. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. For purposes of computing overtime, no paid leave with the exception of compensatory leave shall be considered hours worked. Overtime rate shall be computed on the basis of complete fifteen (15) minutes segments.

In the event of an emergency being declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 3 - Posted Overtime:

The voluntary overtime list shall be posted seven (7) calendar days prior to the end of the month. When it is known in advance there will be a need for overtime, it shall be posted. Any qualified member of the Bargaining Unit, who wishes to work the overtime posted, shall place their name on the posted overtime list. For each opportunity, any senior employee can bump any less senior employee with a minimum of sixteen- (16) hours notice. If the overtime is posted on the employee's day off, it shall be the employee's responsibility to check and see if there is any overtime available. An eight-hour shift may be filled by two officers bidding in four-hour increments. In the event that the eight-hour shift has not been filled, any officer, regardless of seniority, shall be given preference in filling the assignment if they are willing to accept the vacancy in its entirety. Employees cannot remove their name off the posted overtime list less than sixteen (16) hours before shift vacancy. If posted overtime is not filled sixteen (16) hours before the shift vacancy, then the posted overtime will be filled utilizing the following procedures:

For every fifteen (15) minutes through four (4) hours of overtime worked and any portion of a four (4) hour increment an employee shall receive 1 credit for overtime worked. When overtime is required for which no volunteers are available, the first means to fill the vacancy shall be from on the job employees. In the absence of the ability to assign on the job employees, the person with the least amount of overtime credits will be ordered to work by inverse order of seniority. Voluntary special assignments are exempt from the provisions herein.

Section 4 - Voluntary Overtime List:

Should overtime become necessary without sufficient time to post for the vacancy, a voluntary overtime list shall be utilized. Sufficient time shall be defined as sixteen (16) hours prior to the overtime vacancy. Qualified employees covered by this agreement who wish to be considered for voluntary overtime may sign their name on a voluntary overtime list. A voluntary overtime list shall be established and posted monthly. The voluntary overtime list shall be posted seven- (7) calendar days prior to the end of the month by the Sheriff or his designee. Anyone wishing to place his or her name on the list

must do so before the expiration of the current month. Employees on the list shall be listed according to Bargaining Unit seniority. Utilization of the voluntary list will be done on a rotating basis.

Section 5 - Mandatory Overtime:

When, on the employee(s) regularly-scheduled work day it becomes necessary to either extend the employee(s) work day by requiring the employee to work all or part of the proceeding shift or report to work prior to his/her regularly-scheduled shift for all or part of the preceding shift. The voluntary overtime list shall be the first option when assigning overtime. Nothing in this Article will prohibit the assigning of overtime to cover the emergency needs of the Department.

An employee shall not be mandated to work overtime during the hours of any regularly scheduled days off or in conjunction with approved days off, except in a case of an emergency.

Section 6 - Compensatory Time:

Compensatory time may be accumulated in lieu of overtime payment if the employee in his discretion so elects. Compensatory time may not accumulate above one hundred (100) hours. Any compensatory time earned shall be paid at the rate of time and one-half (1 1/2) for each hour earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor.

1. Comp time requests shall be made to the employee's immediate supervisor no more than thirty (30) days prior to said request day desired to be taken off of work.
2. The employee's supervisor must respond to said request within twenty-four (24) hours of receipt.
3. No supervisor shall grant a comp day if, at time of approval, said comp day would place the affected shift below minimum staffing levels. Any request made at least twenty-four (24) hours prior to the date and time of the requested day off will be approved providing such approval will not place the shift below minimum staffing levels in place at the time of the request.
4. Once a comp day has been approved, said comp day shall not be canceled except during matters of civil unrest, disasters, emergencies, major criminal cases or extended sick or injury leave (on duty or off duty injuries) and vacancies all of which (sickness, injury, vacancies) are more than three (3) days.
5. If a shift falls below minimum staffing due to common illness, unforeseen absences, etc. that are not outlined in No. 4, the comp day shall not be canceled and the voluntary or involuntary overtime

procedure shall be utilized.

Section 7 - Callback:

A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, unless the Employee is called back to rectify his own error.

Section 8 - On-Call:

On-call status shall be defined as when an Employee has been designated to be available by the Sheriff or his Designee to be called in to work during a specifically designed period of time. On-call status will be compensated for a rate of two (2) hours of straight time pay for each calendar day of on-call. If the Employee is called out during an eight-(8) hour period of being on-call, then the Employer will compensate the Employee only for the time the Employee has been on duty during that eight (8) hour period at the overtime rate for the first two-(2) hours and, thereafter at the appropriate rate specified by this Article.

Section 9 - Work-Related Court Appearances:

Court appearances in connection with an employee's official usual duty outside the employee's regularly scheduled work hours will be compensated at a minimum of two (2) hours at the overtime rate of one and one-half (1 ½) times the employee's hourly base rate of pay. Additional hours will be compensated consistent with the payment rate for regular hours of work, i.e. regular pay unless total hours of work and/or Compensatory Leave exceeds forty (40) in a week, and then overtime pay. For such appearances outside the Bloomington-Normal area, travel time will also be compensated.

Section 10 - Travel Time:

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time.

Section 11 - Corrective Action:

Failure to follow the proper procedures in the Article shall be corrected by assigning the missed employee(s) at the next opportunity.

Section 12 - ACA Coordinator:

From time-to-time a Correction Officer or Sergeant may be utilized to coordinate the ACA Accreditation process. When this occurs, and, if such an assignment affects the ability for a Correctional Officer or Sergeant in taking off benefit time, the Overtime procedure shall be utilized in order to maintain minimum staffing. This provision shall only apply to the shift supplying the ACA Coordinator. Whenever possible, the ACA Coordinator will do ACA duties on that employee's bid shift.

Section 13 - Standby:

If the Employer designates an employee to be on standby under the condition that the employee remains accessible by telephone contact, then the employee shall be paid for such standby at the straight time rate of pay.

ARTICLE 30

WAGES

Section 1 - Wage Rates:

The wage rates for all employees for the duration of this Agreement are included in Appendix "C". For FY 03 & FY 04, 2.75% is applied to the wage rates in accordance with the provisions set forth herein. The parties agree to re-open negotiations for this Article to take effect FY 05. The rate for each employee shall be determined by his position classification and seniority, as detailed in Article 15. Longevity increases shall be effective on the first day of the biweekly pay period during which the employee's anniversary date occurs. The Employer agrees to grandfather Curtis Anders for purposes of longevity increases.

Section 2 - Relationships Among the Wage Rates:

For purposes of this Agreement, the agreed percentage change for the FY year is applied to the first rate for the employee's classification. The second rate under the employee's classification shall be 1.9% of the first rate under that same classification. The third rate is 1.9% of the second rate; the fourth rate and all succeeding rates are increased by the incremental difference between the second and third rates.

ARTICLE 31

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 32

COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 33 DURATION

Section 1 - Term of Agreement:

This Agreement shall be effective from January 1, 2003 and shall remain in full force and effect until December 31, 2005. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party or the other party not more than one hundred and twenty (120) days, nor less than ninety (90) days, prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

Section 2 - Continuing Effect:

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.


Section 3 - Wage Re-opener -- 3rd Year

The parties agree to reopen negotiations for Article 30 for the third (3rd) year of this Agreement. Either party may so notify the other at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of second (2nd) year of this Agreement. Upon such notice to negotiate being given, the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of 5 ILCS 315/14.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures
this 13th day of Nov, 2003.

FOR THE EMPLOYER:

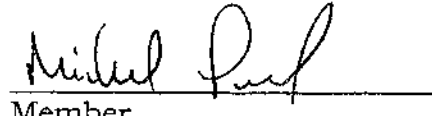

County Board Chairman

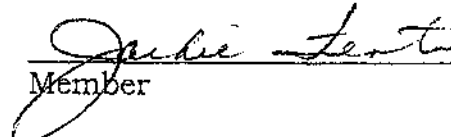

County Clerk

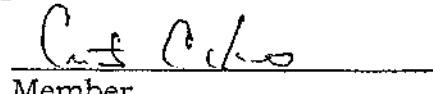

Sheriff

FOR THE UNION:


Field Supervisor, IFOPLC


Member


Member


Member

Members Sorensen/Moss moved the County Board approve the Request for Approval of Collective Bargaining Agreement between F.O.P. Lodge, McLean County Sheriff, and McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION
TO ESTABLISH RATES FOR HEALTH AND LIFE INSURANCE COVERAGES
FOR FY 2004**

Whereas, the County of McLean has provided life insurance and group health insurance and has offered Health Alliance Health Maintenance Organization (HMO) and Health Alliance Preferred Provider Option (PPO) as options for employees, and

Whereas, it is necessary to establish rates for employees and others who participate, in accordance with County policy, in such health and life coverages, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session:

1. That the monthly rates which employees must provide, for employees on whose behalf the County contributes toward the cost of such coverages and provides 100% of the life insurance cost, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
Health Alliance HMO	\$52.04	\$244.16	\$267.36	\$330.89
Health Alliance HMO	\$63.37	\$296.82	\$325.09	\$402.02
Health Alliance PPO	\$45.31	\$212.06	\$233.09	\$295.56
Health Alliance PPO	\$48.32	\$225.95	\$248.42	\$314.82

2. That the monthly rates which employees must provide when required to provide the full cost of health and life insurance, such as those on a leave but not disabled, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE + SPOUSE	FAMILY
Health Alliance HMO	\$295.80	\$560.80	\$592.80	\$724.80
Health Alliance HMO	\$359.80	\$681.80	\$720.80	\$888.80
Health Alliance PPO	\$257.80	\$487.80	\$516.80	\$642.80
Health Alliance PPO	\$274.80	\$519.80	\$550.80	\$684.80

3. That the monthly rates which employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those who are disabled and have the life insurance premium waived, shall be as follows:

	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE FAMILY + SPOUSE
Health Alliance HMO	\$294.00	\$559.00	\$591.00
Health Alliance HMO	\$358.00	\$680.00	\$719.00
Health Alliance PPO	\$256.00	\$486.00	\$515.00
Health Alliance PPO	\$273.00	\$518.00	\$549.00

4. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those covered by the Public Health Service Act or retired who have no life insurance, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE FAMILY + SPOUSE
Health Alliance HMO	\$294.00	\$559.00	\$591.00
Health Alliance HMO	\$358.00	\$680.00	\$719.00
Health Alliance PPO	\$256.00	\$486.00	\$515.00
Health Alliance PPO	\$273.00	\$518.00	\$549.00

5. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but who are disabled and covered by the Public Health Service Act and, thereby, able to extend their coverage from 18 months to 29 months, for months 19 through 29 shall be as follows:

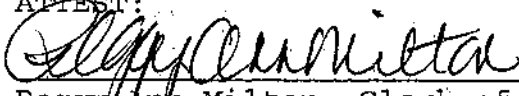
PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE FAMILY + SPOUSE
Health Alliance HMO	\$441.00	\$838.50	\$886.50
Health Alliance HMO	\$537.00	\$1020.00	\$1078.50
Health Alliance PPO	\$384.00	\$729.00	\$772.50
Health Alliance PPO	\$409.50	\$777.00	\$823.50

6. That the County Administrator is authorized to sign the contracts and agreements necessary to effectuate this Resolution.

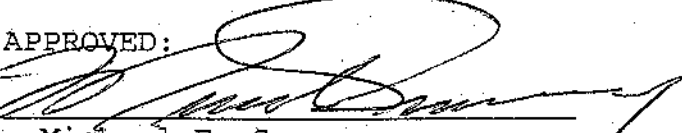
7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2004.

Adopted by the County Board of McLean County this 18th day of November, 2003.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board

APPROVED:


Michael F. Sweeney,
Chairman, McLean County Board

Members Sorensen/Berglund moved the County Board approve the Request for Approval of a Resolution to Establish Rates for Health and Life Insurance for Fiscal Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: our General Report is on pages 83-106 of the packets.

TRANSPORTATION COMMITTEE:

Chairman Bass stated the following: we have no items for action. We did have one item that was taken care of on the Consent Agenda. Our full report is found on pages 107-116.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

Seller: The County of McLean

Buyer: David T. Bentley

376001569

FEIN

Social Security No. or FEIN

104 West Front
Bloomington, Illinois

2121 Morrissey Drive
Bloomington, IL 61701

Attorney:
Brian Hug
Asst. State's Attorney
104 W. Front Room 701
Bloomington, IL 61701
309- 888- 5110

Attorney:
Darrell L. Hartweg
Hartweg, Turner, Wood &
Simkins P.C.
207 W. Jefferson, Suite 400
Bloomington, IL 61702
827-0044

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between **The County of McLean, Illinois**, hereinafter referred to as **Seller**, and **David T. Bentley**, hereinafter referred to as **Buyer**, who agree as follows:

- 1. DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

"A part of Lots 5 and 6, Bloomington Town Survey, a Part of the City of Bloomington Township, East half, Southwest Quarter, Section 4, Township 23N, Range 2E, McLean County, Illinois, except beginning at the Southwest Corner of said Lot 6, thence east 95.08 feet along the south line of said Lots 6 and 5 to the Southeast Corner of Lot 5, thence north 112.66 feet along the east line of said Lot 5, thence west 95.95 feet to a point on the west line of said Lot 6, said point being 112.77 feet north of the Southwest Corner thereof, thence south 112.77 feet along the west line of said Lot 6 to the Point of Beginning."

(PIN: 21-04-350-002)

with all improvements located thereon, to Buyer, who agrees to pay **\$400,000.00** therefor in the manner following: **\$40,000.00** (the "downpayment," inclusive of earnest money) upon the execution of this Contract to be delivered to Seller, receipt of which is hereby acknowledged and the remainder by cashier's check, certified funds or the equivalent on or before the **19th** day of **January, 2004**, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Buyer is to take the property with a quitclaim deed. No evidence of title will be supplied. Seller is not responsible for any expenses related to title insurance commitments or buyer's title policies.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Quit-claim Deed, and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 19th day of January, 2004.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Further, the parties agree that the real estate taxes shall **not** be re-prorated for a given year upon receipt of the actual real estate tax bills. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:** Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable.

7. **FINANCING:** This Contract is not subject to Buyer obtaining financing

8. **INSPECTION AND DUE DILIGENCE:** Buyer has had adequate opportunity to inspect the premises and accepts the premises "as is". Buyer may inspect the premises during reasonable times prior to closing subject to the interest of tenants.

9. **TOXIC OR HAZARDOUS WASTE:** a) Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

b) By execution of this Agreement, buyer shall be deemed to have accepted the Property in an "as is" condition, which term specifically includes the environmental condition of the Property and is intended to shift the risk of environmental liability to Buyer and Buyer, upon closing, releases Seller from any claims related to the environmental condition of the Property. The terms of this section shall survive closing.

10. **COMPLIANCE WITH REGULATIONS:** Seller makes no warranties regarding compliance with any Federal, State, or local statutes, ordinances, rules or regulations of any kind. Buyer accepts the property "as is" with all faults.

11. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

- A. No work has been done upon, or materials furnished to, the premises, which could give rise to a lien under the Illinois Mechanics' Lien Act;
- B. Additional Warranties: **None**

12. **TERMITE INSPECTION:** Seller shall not be responsible for a termite inspection.

13. **ACCEPTANCE OF THE PREMISES.** Seller will deliver and purchaser will accept the premises in substantially the same condition at closing as on the date of execution, except for ordinary wear and tear.

14. **LEASES:** Buyer is aware of the existing leases on the property and accepts the premises subject to those leases. Seller will not enter into any new leases for the premises without the express written consent of the Buyer. Upon Closing the Seller will advise the tenants of the change of ownership and direct that all rents and other payments be made to the Buyer or as the Buyer directs. Prior to closing, Seller shall deliver copies of all existing leases to Buyer

15. **RECORDING:** Buyer will at or immediately after closing complete all required real property transfer declarations, cause all declarations and payments of transfer taxes to be delivered to the appropriate officials and cause the deed to be recorded. Buyer shall pay any governmental charges and any filing or recording fees.

16. **ADDITIONAL PROVISIONS:**

A. Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. Time is of the essence of this Contract;

E. Other: **NONE**

17. **ESCROWEE:** There shall be no escrowee for this contract. The downpayment shall be held by the County of McLean pending closing of the contract.

18. **NOTICES, ETC.:** Communications or notices with reference to this Contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

19. **PREPARATION AND APPROVAL:** This Contract was prepared by R. Brian Hug, Assistant State's Attorney for the County of McLean, and approved by Darrell Hartweg, Buyer's attorney.

20. **SETTLEMENT:** Closing shall be held at the office of The State's Attorney or such place as the parties may agree.

21. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.


21. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect to:
(A) Retain the downpayment (including earnest money) as full compensation for all loss (in which event the earnest money will be treated as liquidated damages), or
(B) Pursue any available remedy.

22. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

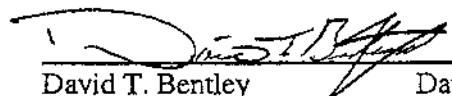
THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

IN WITNESS WHEREOF, the parties to these presents have hereunto set this hands and seals to several counterparts of this Contract, of equal effect. This contract will be deemed effective as of the last date signed.


SELLER


Michael Sweeney Date
Chairman, McLean County Board

BUYER

 11-6-03
David T. Bentley Date

Attest:


Peggy Ann Milton
McLean County Clerk

D:/McBarnes Contract

Members Bostic/Selzer moved the County Board approve the Report on Bid Opening of October 30, 2003, and Request for Approval of Contract for Sale of the McBarnes Memorial Building – Facilities Management. Clerk Milton shows all Members present voting in favor of the motion except Member Bostic who voted present. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AGREEMENT

This Lease Agreement entered into the 18th day November, 2003 by and between Illinois State University, hereafter referred to as the "University", and the McLean County Board, a body politic, hereafter known as the "County" for and on behalf of the McLean County Department of Parks & Recreation hereafter known as the "Department".

I. Subject of Agreement

The University hereby agrees to Lease watercraft and related equipment to the County of McLean, Illinois to be used for the operation of a boat rental facility at COMLARA County Park in rural Hudson, Illinois.

II. Terms of Lease

This Lease Agreement shall commence on January 01, 2004 and shall expire on December 31, 2004.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

The University will provide watercraft necessary for operation of the boat rental facilities, to include a minimum of twenty one (21) 17 foot aluminum canoes, and two(2) sunfish sailboats (see attachment A).

B. EQUIPMENT

Equipment leased by the University to the County will include a public address system.

C. COMMODITIES

Commodity Items leased by the University to the County will be in three categories:

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.
2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc.(see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

It shall be the County's responsibility to inspect all watercraft and rental commodities prior to the commencement of the lease. Any item found to be unsatisfactory shall be brought to the attention of the University so they may be repaired or removed from the inventory prior to implementation of the lease.

Upon acceptance of the rental commodities, it shall be the County's responsibility to perform regular maintenance on the rental commodities. The County shall be responsible for damage or loss of rental Commodities, excepting repairs necessary due to normal wear and tear. The County may at its discretion, repair or compensate the University as outlined in Attachment B for items otherwise damaged, lost, or absent from inventory. The University may inspect items and at their discretion, repair, replace, or delete them from the inventory with no penalty or breach of agreement.

Upon acceptance of the watercraft, it shall be the County's responsibility to perform regular maintenance on the watercraft. The County will repair or at County's discretion, compensate the University as outlined in Attachment A for said watercraft when damage or loss of watercraft result from actions of the County or the County's customers during rental operations. The County shall be responsible for loss of watercraft associated with or resulting from any and all causes, except Acts of God, including negligent operation of the watercraft during the term of the agreement. The County agrees to indemnify and hold harmless the University for any acts, errors, or injuries that may be incurred due to negligent operation of the equipment or commodities.

During the Lease period, total control and responsibility for the rental of watercraft and rental commodities to the public will rest with the County.

During the Lease period, the County shall notify the University of any watercraft that are no longer of use. The University shall inspect items and at their discretion repair, replace, or delete them from the inventory with no penalty or breach of agreement.

At the end of the Lease, the watercraft and rental commodities in current inventory will be returned to winter storage cleaned and in good repair, excepting normal wear and tear from rental operations.

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

During the term of the lease, the County will perform at its sole cost and expense, all regular maintenance. The University will provide the County with regular maintenance schedules. An authorized agent of the University may inspect watercraft during the lease period to help insure that its watercraft are being maintained.

It will be the responsibility of the County to inspect all watercraft prior to rental to make sure they are safe and dependable. If watercraft are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of state property.

B. EQUIPMENT

Equipment items presently under maintenance contract will be maintained by the University until the contracts expire. Once the Contracts expire, the continued use and maintenance of the equipment will be at the discretion of the County. Repairs for damage due to the negligence of the County will be at the County's expense.

C. COMMODITIES

1. Replacement parts for watercraft -The County will have at its disposal the University's present parts inventory for regular maintenance.
2. Rental Commodities - It shall be the County's responsibility to maintain the rental commodities specified in Attachment B. The University may inspect items and at their discretion, repair, place, or delete them from the inventory with no penalty or breach of agreement.

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

The Department will pay a franchise fee equal to and no greater than Seventeen(17%) percent of its gross receipts derived from rental of watercraft called for herein which shall represent a rate to the University for leasing of watercraft on or before the expiration date of this agreement. Gross receipts shall be defined as all monies received by the Department from the rental of watercraft provided, except taxes collected from customers for direct remittance to a duly authorized taxing agency, monies collected for lost, destroyed or damaged equipment leased by the Department, and monies returned to customers as refunds. Payment of Lease fee shall be made on or prior to December 31st of each year.

In addition, any compensation for inventory items as outlined in Section 4 and Attachment B of this agreement which the County is required to or chooses to make to the University in lieu of such items shall be made on or before December 31st of each year.

VII. Provision of Insurance

The County shall maintain at all times during the term of this Agreement general liability insurance with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for third party property damage, bodily injury or personal injury to others statutory Worker's Compensation, and employer's liability insurance with limits of no less than \$500,000. These coverages may be met by Self-Insurance, or Standard Form Insurance Coverage, or a combination of the two. The University shall maintain, at its discretion, insurance for catastrophic losses to its watercraft and rental commodities.

Proof of self-insurance and certificate of excess insurance or standard form insurance covering the term of this agreement must be provided prior to commencement of this agreement.

VIII. Watercraft Rental Charges to the Public

Determining watercraft rental charges shall be the responsibility of the County. The County will notify the University of the rental charges at the beginning of the lease agreement and whenever a new rate schedule is placed into effect.

IX. Accounting

A certified financial report covering all operations conducted under this agreement shall be submitted to the University annually on or before December 31 of each year. A monthly report covering revenues shall be submitted to the University. An official rental card will be issued with each rental. These cards shall be retained by the Department and will be made available to the University upon request. In addition, the Director of Recreation Services, or a duly authorized representative, shall have access to, and right to, examine any pertinent records of the department related to the operations under this agreement.

X. License of Boats

The County will be financially responsible for obtaining an Illinois Department of Natural Resources Rental Boat License for its operation and the watercraft. The University shall be responsible for the Illinois Title and Watercraft Registration fees for all its watercraft.

This Lease Agreement is hereby entered into on the 18th day of November, 2003 as witnessed the hands and seals of the parties hereto.

County of McLean, a body
politic and corporate

Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the
County Board of McLean County,
Illinois

For Illinois State University

Attachment A

2004 Lease Period

WATERCRAFT

Canoes	CR#	D.N.R.	ISU	Serial#	Value each
Lowline	1	2388RB	131539	LWN04872M74H-17C	\$125.00
	9	2351RB	131535	LWN04848M74H-17C	\$125.00
	16	2344RB	119478	LWN00163M74A-17C	\$125.00
	19	2330RB	119478	LWN00041M74A-17C	\$125.00
	20	2341RB	131528	LWN04780M74H-17C	\$125.00
	21	2340RB	131529	LWN04376M74A-17C	\$125.00
	22	2339RB	131791	LWN05525M74J-17C	\$125.00
	30	2379RB	131794	LWN05533M74J-17C	\$125.00
	38	2329RB	131789	LWN05534M74J-17C	\$125.00
Alumacraft	2	2387RB	150794	ACB1971PM82A	\$200.00
	3	2386RB	150795	ACB1974PM82A	\$200.00
	4	2385RB	150796	ACB1973PM82A	\$200.00
	7	2353RB	150797	ACB1972PM82A	\$200.00
	18	2342RB	150800	ACB1967PM82A	\$200.00
	31	2378RB	150799	ACB1968PM82A	\$200.00
	37	2332RB	150801	ACB1970PM82A	\$200.00
Grumman	13	2347RB	118777	GBP-05359-0373	\$150.00
	23	2338RB	131435	GBP-14100-0973	\$150.00
	25	2383RB	131434	GBP-13985-0973	\$150.00
	28	2331RB	118776	20554-GP-5-17	\$150.00
	39	2328RB	118961	GBP-04549-0373	\$150.00
Sailboats	1	768RB	156984	AMF10851M84G	\$300.00
	2	1784RB	168922	AIW24096C787	\$350.00

Attachment B

2004 Lease Period

<u>Commodity Item</u>	<u>Number</u>	<u>Value each</u>
Lifejackets(PFD's)		
Adult jackets	97	\$2.00
Child	37	\$1.00
Paddles		
4 1/2 foot & 5 foot	61	\$4.00
Sail Paddles	14	\$2.00
Oars(pair)	1	\$5.00
Anchors	5	\$5.00

Members Bostic/Cavallini moved the County Board approve the Request for Approval of Watercraft Lease Agreement with Illinois State University – Parks and Recreation Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Health Department Building 0046

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, the Property Committee and the County Board recommended approval of the bid award for the installation of new exterior metal siding for the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2003 Combined Annual Appropriation and Budget Ordinance in order to appropriate in fiscal year 2003 sufficient funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, sufficient funds are available in the unappropriated fund balance of the General Fund 0001 and in certain Health Department Special Revenue Funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, the Property Committee, on Thursday, November 6, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2003; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046 the following amounts:

Unappropriated Fund Balance	
0001-0041-0046-0400.0000	\$ 169,000.00

Transfer from other Funds	
0001-0041-0046-0450.0011	\$ 169,000.00

(2)

2. That the County Auditor is hereby directed to amend the approved and adopted General Fund 0001, Facilities Management Department 0041, Health Department Building 0046 budget as follows:

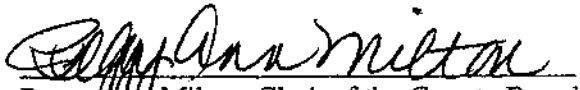
Capital Improvements	
0001-0041-0046-0801.0001	\$ 338,000.00


3. That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, and County Administrator.

ADOPTED by the County Board of McLean County this 18th day of November, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Selzer moved the County Board approve the Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, Facilities Management, Department 0041, Health Department Building, 0046. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our items for general information are on pages 132-141.

JUSTICE COMMITTEE:
Member Renner, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

PART I — SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term .IV-D. is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term .non IV-D. is defined as that which pertains to any support matter other than IV-D as defined in Part I, Section B.
- D. The term .TANF. is defined as Temporary Assistance for Needy Families.
- E. The term .NA. is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II — PARTIES' OBLIGATIONS

- A. Joint Obligations. The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.

3. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
4. The Department's Child Support Enforcement Manual.
5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

B. Department's Obligations. The Department agrees:

1. To refer or cause to be referred to the State's Attorney IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of IV-D child support obligations.
2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the State's Attorney within five (5) business days after receiving said changes and amendments.
3. To provide assistance to the State's Attorney for initial interview of custodial and non-custodial parents and preparation of pleadings, including a determination of arrearages owed, as reflected in court payment and Department records.
4. To review all cases referred to the State's Attorney to insure that information is both pertinent and accurate and that documents are complete.
5. To make available to the State's Attorney the services of its State Parent Locator Service.
6. To provide access to IV-D case records of the Department for use by the State's Attorney in performing its duties under this Agreement.
7. To inform the State's Attorney, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the State's Attorney.
8. To monitor on a monthly basis the State's Attorney's performance of and compliance with the duties undertaken in this Agreement.
9. To provide training to Department or State's Attorney staff on specific issues of mutual concern.

10. To furnish, at the request of the State's Attorney, available assistance, information and documents needed by the State's Attorney in order to verify payments, amount of collections, or reduction of claims.
11. To continue its efforts to perform a "data base clean up" of McLean County's IV-D cases.

C. State's Attorney's Obligations. The State's Attorney agrees:

1. To accept for handling all IV-D matters, as defined in Part I, Section B. of this Agreement, and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
- ~~2. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a proposed budget and a personnel plan for the State's Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding Agreement between the parties.~~
- ~~3. To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a complete operational plan, hereinafter referred to as Appendix A., outlining all activities to be performed by the State's Attorney's IV-D Unit in the next contract year.~~
42. To provide initial and ongoing training to newly assigned and existing State's Attorney staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, ~~the Family Support Information System (FSIS),~~ Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The State's Attorney will provide to the Department a current copy of all training packets and modules.
53. To maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) calendar days prior to their occurrence.
64. To submit monthly reports and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation with the State's Attorney, and any report required by the Federal Office of Child Support Enforcement.
75. To report to the Department, within five (5) calendar days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.

~~8. To establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. These sentences moved to III.A.4 A report detailing all such purchases made during the month shall be submitted to the Department by the 10th business day after the end of the month along with reports of actual expenditures (Part III, Section C.2.).~~

96. To use all reasonable diligence in performing the duties undertaken in this Agreement.

107. That when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases

PART III — FUNDING

A. Budget and Inventory.

1. The State's Attorney's budget (Appendix B., Part 1) and Personnel Services Detail (Appendix B., Part 2) and operational plan (Appendix A.), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement shall not exceed \$173,611.
2. The State's Attorney will secure the Department's prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State's Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. ~~The State's Attorney shall conduct an inventory of equipment purchased with Department funds, using an inventory list provided by the Department, in accordance with the provisions of 45 CFR 74.34 and the Department's policy. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the State's Attorney agrees to cooperate. The State's Attorney shall submit the report to the Department no later than December 31, 2002 to:~~

~~Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601~~

The State's Attorney shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. The State's Attorney must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's contract monitor. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible

party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

The State's Attorney shall submit this report no later than December 31, 2003 to:

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601

5. In accordance with the provisions of 45 CFR 95.705, 44 IL Adm. Code 5010.660 and other State and Federal law and regulations, the State's Attorney shall transfer to the Department, upon the request of the Department, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the State's Attorney to perform its duties under this Agreement.
6. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if applicable, for purposes of developing the State's Attorney's budget and any revisions thereto, and computing the amount of direct and any applicable indirect costs payable under this Agreement.
7. The budget shown in Appendix B. results from certain assumptions, including but not limited to salary increases as passed by County Board resolutions, regarding State's Attorney cost rates. Should actual rates vary from the assumptions, the Department and the State's Attorney may negotiate an amended budget.

B. Funding and Payment.

1. The Department will arrange for funding, during the period covered by this Agreement, in accordance with existing federal regulations, to reimburse the State's Attorney for direct and any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in the budget incorporated into this Agreement as Appendix B. The Department will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with federal regulations.

2. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of Title IV-D child support enforcement efforts.
3. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the State's Attorney. The Department will reimburse the State's Attorney for any underpayment of such finally determined costs under Part III, Section B.1., and the State's Attorney will reimburse the Department for any overpayment under Part III, Section B.1., within sixty (60) calendar days after such determination.
- ~~4. The total direct and indirect costs incurred by the State's Attorney in performing the duties undertaken in this agreement are to be one hundred (100%) funded through a combination of federal and State funds, except for those costs not mutually agreed upon or not subject to FFP, as provided in Part III, Section B.1.~~
54. Payments made by the Department pursuant to Part III, Section B.1. shall constitute full payment owed to the State's Attorney by the Department or the IV-D client under Federal or State law for the duties performed by the State's Attorney under this Agreement. The State's Attorney will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
65. The State's Attorney will be solely responsible and liable for all expenditure disallowances resulting from the State's Attorney's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. The State's Attorney will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the State's Attorney timely notice of any such disallowances and an opportunity to rebut any question of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for any disallowances concerning expenditures the State's Attorney undertook at the request of, or with the written approval of, the Department.
76. All expenditure reports and revisions to expenditure reports for the period ~~July~~ December 1, 20023, through June 30, 20034, must be received by the Department no later than August 810, 20034, in order to ensure payment under this Agreement. Failure by the State's Attorney to present such reports prior to the August 810, 20034, deadline may require the State's Attorney to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
87. The amount of indirect costs allowable under this Agreement is the amount reflected on Appendix B.

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely receipt of expenditure reports by the Department as described in Part III, Sections C.2. and C.3., timely receipt of financial orders as described in Appendix A.36-38 and upon the availability of Federal and State funds.
2. The State's Attorney will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. (See Appendix C.) ~~Under Illinois' Prompt Payment Act, The Department will authorize payment to the State's Attorney within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation and as may be adjusted pursuant to Appendix A.36-38. Reports shall be mailed to:~~

Illinois Department of Public Aid
Division of Finance and Budget
Contract & Expenditure Processing Unit
509 S. 6th Street, 5th Floor
Springfield, Illinois 62701

3. The State's Attorney agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by State's Attorney staff filling positions indicated in Appendix B., and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Part III, Section B.1., only those expenses or portions thereof stated in Appendix B. are reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.
4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. ~~Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates.~~ Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) calendar days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

~~Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 300
Chicago, Illinois 60601~~

Brian Bond
Illinois Department of Public Aid
Office of the State Purchasing Officer
201 South Grand Ave. East, 2nd Fl.
Springfield, Illinois 62763-0001

5. Prior written approval from the Department's Contract Manager must be secured by the State's Attorney in order to receive reimbursement for the following:
 - a. The cost of new or additional leases or rental agreements for either real or personal property.
 - b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
 3. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in Part V, Section E.4.
6. The onsite State's Attorney contact name and phone number for equipment and furniture inventory is:

Name: Todd C. Miller
Phone Number: (309) 888-5961
7. The Department shall be responsible for maintaining ~~and providing supplies for any hardware and software~~ provided directly by the Department. The State's Attorney shall contact the following local LAN Coordinator regarding ~~supplies and maintenance related for this equipment software~~:

Name: Kristie Whitlow

Phone Number: 309-686-7805

1. The State's Attorney shall be responsible for obtaining hardware, software and office equipment maintenance agreements and for purchasing supplies for all equipment ~~purchased~~ under this or any Agreement between the parties excluding software purchased by the Department as set forth in III.C.7.
2. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA provided Child Support data circuit installed to the County facility. The State's Attorney Office will work with DPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by DPA and the State of Illinois that allow more cost effective connectivity solutions, the States' Attorney Office will work with DPA technical staff to allow these solutions to be used for DPA provided connections at the State's Attorney's Office.

PART IV — COMPLIANCE

- A. If the Department determines that the State's Attorney's attempt to comply with one or more provisions of this Agreement is unacceptable, the State's Attorney will develop a plan for corrective action by mutual agreement with the Department.
- B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V — TERMS, CONDITIONS & CERTIFICATIONS

A. Rules of Construction. Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;

4. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
5. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time, excluding state holidays for attorneys and between the hours of 8:00 a.m. Central Time and 4:30 p.m. Central Time, excluding state holidays for support staff;
7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
8. Words in the plural which should be singular by context shall be so read, and vice versa; and
9. The Illinois Department of Public Aid (~~DPA~~) shall mean the Illinois Department of Public Aid or any successor agency charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

B. Term and Scope of Agreement.

1. **Term.** This Agreement shall be effective on ~~July~~ December 1, 20023, and shall continue through June 30, 20034 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the applicable Department's Administrative Rules, shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

C. Termination of Agreement.

1. **Availability of Funds.** This Agreement is subject to the availability of Department appropriation and the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall be subject to automatic termination as provided in this **Part V, Section C.** in any year for which the General

Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation or reappropriation to pay such obligations. The Department shall provide notice to the County of the cessation of funding and termination of this Agreement under this section within five (5) calendar days after the Department receives notice that its funding will cease.

2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the State's Attorney without cause upon thirty (30) calendar days' written notice to the other party. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services. Upon termination, the State's Attorney shall be paid for work satisfactorily completed prior to the date of termination.
3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the State's Attorney's ability to perform under this Agreement, the State's Attorney will immediately notify the Department in writing.
4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services.
 - a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - b. If the State's Attorney breaches any of the representations, warranties or covenants set forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department's ability to collect FFP;
 - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the child support enforcement program;
 - d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section F.2.** of this Agreement; or
 - e. If an extraordinary event beyond the control of the State's Attorney such as destruction of the facility by fire, flood or another act of God, prevents the State's Attorney from fulfilling their obligations under this Agreement.

D. Contract Management and Notices.

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the State's Attorney and various administrative units within the Department. All communications from the State's Attorney to the Department

pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 3001600
Chicago, Illinois 60601
Telephone: 312-793-3846

2. Notices.

- a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Barry S. Maram, Director
Illinois Department of Public Aid
201 South Grand Avenue East
Springfield, Illinois 62763

State's Attorney: William A. Yoder
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, Illinois 61702-2400

Remittance Address: McLean County State's Attorney
P.O. Box 2400
Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Lonnie Nasatir
Telephone: (312) 793-2964
Fax: (312) 793-5681

State's Attorney:

William A. Yoder

Telephone: (309) 888-5400

Fax: (309) 888-5429

E. Payment.

1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the State's Attorney until such Federal funds are released to the State, at which time the Department will release to the State's Attorney the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or suspended in accordance with **Part V, Section F.4.**
3. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the State's Attorney of any such corrections.
4. **Travel.** Payment for travel expenses as provided in **Part III.C.5.c.** will be made by the Department under this Agreement subject to State the rules promulgated by the Illinois Travel Requirements Council and approved by the Governor's Travel Control Board.; ~~regulations and reimbursement rates for those individuals associated with this Agreement.~~

F. General Terms.

1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
 - a. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
 - b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign

such amendment within fifteen (15) business days after receipt, this Agreement shall terminate as provided in **Part V, Section C.**

3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.

4. **Audits and Records.**

- a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including but not limited to the Department and its representatives, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to cooperate fully with any such review or audit. Upon reasonable notice by any authority, the State's Attorney shall provide, in Illinois, or any other location designated by the authority, during normal business hours, full and complete access to the relevant portions of the State's Attorney's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the Department shall adjust future or final payments otherwise due to the State's Attorney. If no payments are due and owing to the State's Attorney, or if the overpayment(s) exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall immediately refund all amounts which may be due to the Department.

- b. **Retention of Records.** The State's Attorney shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The State's Attorney shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this **Part V, Section F.4.** shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

5. **Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois.

- b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a dispute as to the meaning of a requirement solely included as a result of a Federal

regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the State's Attorney.

6. Confidentiality.

a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

b. **Confidentiality of Program Recipient Identification.** The State's Attorney shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the State's Attorney and its employees and by the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.

7. **Disputes Between State's Attorney and Other Parties.** All disputes between the State's Attorney and any subcontractor retained by the State's Attorney shall be solely between such subcontractor and the State's Attorney, and the Department shall be held harmless by the State's Attorney.

8. **Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The State's Attorney and its principals, employees, and subcontractors are prohibited from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other

solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney shall ~~consult~~ **communicate** with the Department's Office of Communication **either** prior to **or as soon as practicable after** making any statements to the media regarding this agreement or future agreements and shall consult with the Department upon receiving inquiries regarding the Title IV-D Program.
11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, ~~including but not limited to the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375.~~ The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement and an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent,

subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.

14. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement.
15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS 5/2-105.
16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the State's Attorney and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policy-making role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The State's Attorney shall immediately notify the Department's Ethics Officer in writing if the State's Attorney solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the State's Attorney informed as to the name and address of the Ethics Officer. Should an employee of the State's Attorney take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.
17. **Subcontracts.**
 - a. If the State's Attorney will utilize the services of a subcontractor in its performance under this Agreement, the State's Attorney shall so state in an attachment to this Agreement and list in that attachment the names and addresses of each subcontractor that will be used and the expected amount of money each subcontractor will receive.
 - b. If the State's Attorney adds or changes any subcontractor during the term of this Agreement, the State's Attorney shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
 - c. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The State's Attorney shall remain responsible for the performance of all subcontractors.

18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

G. State's Attorney Certifications.

1. General Warranties of State's Attorney.

a. The State's Attorney warrants to the Department that:

- i. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
- ii. The person executing this Agreement on behalf of the State's Attorney is duly authorized to execute the Agreement and bind the State's Attorney to all terms and conditions hereunder; and
- iii. For a period of ninety (90) calendar days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.

b. Violation of any of these warranties by the State's Attorney shall subject this Agreement to automatic termination pursuant to Part V, Section C.

2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.

3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

4. ~~**Business Enterprise for Minorities, Females and Persons with Disabilities.** The State's Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.~~

54. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.

65. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.
76. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
87. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's Attorney certifies, ~~under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the State's Attorney's signature are correct.~~ that it has completed the attached Federal Taxpayer Identification and Legal Status Disclosure Certification form.
98. **Lobbying.**
- a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the State's Attorney, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State's Attorney shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal Operations.
 - c. The State's Attorney shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

109. New Hire Reporting. The State's Attorney certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.

140. Non-Exclusion under Procurement Code.

a. **Current Exclusion.** The State's Attorney certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*).

b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement, the State's Attorney is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*), the State's Attorney shall notify the Department of such debarment or suspension within 30 calendar days after its imposition.

121. Nonparticipation in International Boycott. The State's Attorney certifies that it neither participates nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

132. Nonpayment of Dues or Fees. The State's Attorney certifies that it neither pays dues or fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the State's Attorney is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*

143. Nonsolicitation of Contract. The State's Attorney certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the State's Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

IV-D Program's CFDA Number is 93.563.

State's Attorney's Federal Taxpayer Identification Number Certification:

FEIN: 37-6001167

Legal Status:

☐ Individual ☐ Medical and Health Care Services Provider Corporation
☐ Sole Proprietorship ☐ Tax-Exempt Organization (IRC 501 (a) only)

~~Partnership~~ X Governmental Entity
~~Corporation~~ Not for profit corporation
~~Real Estate Agent~~ Trust or Estate
~~Non Resident Alien~~ Foreign corporation, partnership, trust or estate

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

By: _____
Barry S. Maram, Director

Date: _____

By: _____
William A. Yoder, State's Attorney

Date: _____

APPROVED:

President, McLean County Board

Date: _____

Lisa Madigan, Illinois Attorney General

Date: _____

APPENDIX A MCLEAN COUNTY STATE'S ATTORNEY

In this Intergovernmental Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) business days of receiving results of attempts.
5. Request services of State Parent Locator Service within four (4) business days after determining the whereabouts of the absent parent is unknown by changing status of current address in KIDS to previous.

6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
7. Within ninety (90) calendar days after referral by the Department, either
 - a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or
 - b. effect service of process necessary to commence proceedings to establish support and, if necessary, ~~paternity~~parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file),
or
3. document conveyance of summons to Sheriff within thirty-five (35) calendar day time frame.

The State's Attorney will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. The State's Attorney shall follow state presumptive guidelines on parentage cases, including seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

8. Complete actions to establish an order for support regardless of whether or not parentage has been established for support from the date of service of process within the following time frames:
 - (1) 75 percent in six (6) months;
 - (2) 90 percent in twelve (12) months.
9. File an action to enforce an existing order for support within 30 calendar days after the date the Department identifies a delinquency or other support related noncompliance with the order or the location of the absent parent, whichever occurs later.
10. File an action to modify an existing order for support within 30 calendar days after the date the Department identifies the location of the absent parent and notifies the State's Attorney.
11. Seek medical insurance coverage for each child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
12. Seek retroactive support in accordance with Department policy.
13. Seek entry of orders that provide for immediate income withholding.
14. ~~Excluding emergency circumstances~~ Unless time limitations are caused by events outside the control of the State's Attorney, ~~Notify the Department, whenever possible,~~ at least 30 calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and all parties after the end of each court session.
16. Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home and employer address, and driver's license information, and record any informational additions or changes and submit same for data entry into KIDS.

17. ~~Record in KIDS out of court non-cooperation cases within five (5) business days after a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will ensure that non-cooperation in Court is addressed in the relevant court order. The State's Attorney will provide to the Department a completed Form DPA 493 in each case in which a TANF client cooperates after having been previously reported as uncooperative.~~ Record in KIDS within five (5) business days after a client fails to cooperate in courts or fails to keep a scheduled appointment with a member of the State's Attorney's Office necessary to proceed with the case and subsequent cooperation with the State's Attorney in the above. The State's Attorney will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
18. Provide to the Department a copy of all support orders and related data sheets within five (5) business days after the legal action.
19. Provide to the Department information on a client that the State's Attorney suspects is receiving TANF illegally.
20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the debt. If the State's Attorney relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the State's Attorney agree to entry of an order excluding use of an Offset Program.
21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by the Courts.
23. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the State's Attorney shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid
Office of General Counsel

100 W. Randolph Street, 10th Floor
Chicago, Illinois 60601

Illinois Department of Public Aid
Division of Child Support Enforcement
Yvette Perez-Trevino, Judicial Legal Liaison
280 East Indian Trail Road
Aurora, Illinois 60505

and the Public Aid Bureau of the Office of the Attorney General as listed in **Appendix A.32.**

24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
25. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.
26. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.
27. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.

28. Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the SDU.
32. Provide written description of any perceived conflict of interest for review and determination to:

Office of the Illinois Attorney General	Illinois Department of Public Aid
Public Aid Claims Enforcement Bureau	Office of General Counsel
301 E. Monroe	100 W. Randolph Street, 10 th Floor
Springfield, Illinois 62706	Chicago, Illinois 60601

33. File proof of claims, when appropriate, in bankruptcy court to preserve and enforce child support obligations.
34. Upon request of the Department, pursue asset seizure action, including but not limited to, citations to discover assets, non-wage garnishments, qualified domestic relations orders and claims in a probate action. ~~Pursue asset seizure action through the utilization of citations to discover assets and/or non-wage garnishments.~~
35. a. Increase the number of cases with financial court orders by assuming an integrated role in case management involving the non-assistance client population requesting services from DCSE. As part of this goal, the State's Attorney staff shall work with the Department's regional manager in case referral and preparation. The regional manager shall provide a quarterly report to the State's Attorney, William Yoder, which will tally the number of non-assistance cases without financial court orders and shall hold a meeting with the State's Attorney, William Yoder, or his designee, and supervising ASA Todd Miller, once each quarter to discuss results. Increasing the number of non-assistance financial court orders can be accomplished by:
 1. Requesting the deletion of any duplicate cases;
 2. Obtaining signed cancellation requests from clients no longer wanting Child Support services; or
 3. Acquiring a financial support order.

- b. ~~Generate an annual average of at least 43 legal action referrals per month~~ (not including the LARs that the Department's regional staff prepares) and perform all associated case preparation. This will include generating proper paperwork through the KIDS system including such client contact as necessary, coding the KIDS system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in McLean County Circuit Court or making an intrastate referral to another region within the State of Illinois, or preparing an Initiating Interstate Case to a Sister State.
 - c. ~~Obtain an annual average of at least 32 financial orders per month. Financial orders include Child Support Orders, interventions into Actions which have existing Child Support Orders in McLean County Circuit Court and Registration of Foreign Financial Orders. Financial orders are reported on the InfoNet on the Attorney Report matrix.~~
36. Obtain a minimum of 80 200 financial orders per quarter ~~each month~~ beginning with the month of ~~January~~ April 2004. Financial orders are defined as the following: Establish Support Order (initial order); Modification of Support Order; Final Judgment; Judgment as a result of a Rule To Show Cause; Extension of Support Order (emancipation); Medical Support (monetary or non-monetary); Support Reserved Order; Support Abated Order; Support Terminated Order; Support Vacated Order; Child Care Expenses Order. Intervention into a case with an existing Financial Order. The following orders shall not be included: Continuances, dismissals, body attachments, Denial of Modification filed by non custodial parent (NCP) or custodial parent (CP), discovery rulings, motion rulings, genetic testing, paternity only.

A copy of each financial order, as provided in Appendix A.18, shall be submitted to :

Illinois Department of Public Aid
 Division of Child Support Enforcement
 Attn: Roxy Schumann, Regional Manager
 211 North Knoxville Avenue
 Peoria, Illinois 61603
 Fax: (309) 686-7830
 Telephone: (309) 686-7817

37. Failure to meet the requirements in Appendix A.36 shall result in a deduction to reimbursement of expenditures as provided in Part III.B. and Part III.C, ~~on a monthly basis~~, of ~~\$350~~ \$210 for each financial order not entered. Adjustments to the number of financial orders reported for ~~each month~~ the quarter including months April, May and June of 2004 will not be made for orders not received by the Regional Manager as provided in Appendix A.36 and Appendix A.38.
38. Financial Orders set forth in Appendix A.36 shall be recorded by a Department supervisory staff person. A listing of the ~~previous month's~~ orders for the quarter including months April, May and June of 2004 will be finalized by the ~~5th business day of the month~~ July 7, 2004. Financial orders received after the ~~5th business day~~ July 7, 2004 will not be considered. The listing of financial orders for the ~~month~~ quarter shall be submitted by the Department via facsimile and mail directly to the State's Attorney William Yoder, ASA Todd Miller, and the Department's Division of Finance and Budget, Contract & Expenditure Processing Unit for review pursuant to Part III.B and Part III.C. by the ~~7th business day of the month~~ **July 11, 2004.**

#####

APPENDIX B *Part 1 of 2*
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
DECEMBER 1, 2003 THROUGH JUNE 30, 2004

DIRECT COSTS

SFY04 Budget

Personnel Services

Salaries - Full Time

(See attached list of positions-Part 2 of 2)

Fringe Benefits

SUBTOTAL

Non-Personnel Services

Telephone

Copies

Postage

Office Supplies

Rent

Insurance

Dues & Memberships

Conferences

Notary Bonds

Witness Fees

Transcripts

Office Furnishings

Computer Hardware

Computer Software

Travel

Service of Process Service Fees

SUBTOTAL

PERSONNEL SERVICES SUBTOTAL

NON-PERSONNEL SERVICES BENEFITS SUBTOTAL

TOTAL DIRECT COSTS

INDIRECT COST (10% of Salaries)

GRAND TOTAL

APPENDIX B *Part 1a of 2*
AUTHORIZED POSITIONS - SFY04
MCLEAN COUNTY STATE'S ATTORNEY

NAME	POSITION	IV-D%	SALARY	FRINGE BENEFITS (Usual & Customary)	TOTAL
Todd C. Miller	Chief ASA	100%			
Dean R. Engelbrecht	Assistant State's Attorney	100%			
Diana Zadorskaya	Office Administrator	100%			
Jennifer Pflieger	Legal Assistant	100%			
Katharine Ballard	Secretary	100%			
Kelli Hackler	Receptionist	100%			

TOTALS:

X:\New Child Support Contract REVISED II

Members Renner/Owens moved the County Board approve the Request for Approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney's Office for the IV-D Child Support Enforcement Program – State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF McLEAN, ILLINOIS**

THIS AGREEMENT, entered into this 18th day of November, 2003, and effective immediately by and between MAXIMUS, Inc., a Virginia corporation (hereinafter called the "Consultant") and the County of McLean, Illinois (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, the County is interested in determining the cost of certain fee services that are subject to adjustment by County ordinance pursuant to the provisions of the Illinois Counties Code 5/4-5001, hereinafter referred to as "the Code," and

WHEREAS, the Consultant has staff knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. Scope of Services. The scope of services is a study of the cost of fee services under the Code that are subject to adjustment by County ordinance based on a cost study, as presented in the attached October 2003 Consultant proposal, which is incorporated herein by reference. Consultant shall spend not more than 24 hours of professional time after delivery of the draft report for further services of any kind. Legal reviews and preparation of an implementing ordinance are the responsibility of the County.

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed expeditiously, within 10 weeks after onsite commencement. Provided however, the Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein. One draft report and one final written report shall be submitted to the County. In the event that more than three weeks pass after delivery of the draft report without changes noted by County, Consultant shall reissue the report as final.

4. **Compensation.** Compensation shall be a fixed fee of \$9,250, inclusive of all professional services and expenses to complete the scope of work. The fee includes two onsite visits and up to 24 hours of services of any kind after delivery of the draft report.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. County shall pay invoices received within 40 days of the invoice date.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be furnished by County.** The County shall make reasonable effort to furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. Consultant shall be entitled to rely upon the accuracy of information provided to it by County.

8. **Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Provided however, Consultant shall be compensated for services rendered and expenses incurred through the effective date of termination hereunder.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials first prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all reasonable and proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all

program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the County.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **County not Obligated to Third Parties.** The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such

personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. **Consultant Certification.** The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct, which is a matter of record.

19. **Indemnification.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

20. **Assumption of Risk.** In the absence of negligent or willful acts or omissions in Consultant's performance hereunder, County shall assume the risk from and against any claims, demands, actions, damages, expenses, fees and liabilities arising by virtue of any and all claims, demands or actions brought by third parties which are related in any way to County's implementations of Consultant's recommendation and findings.

21. **Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below. Notice shall be effective upon receipt.

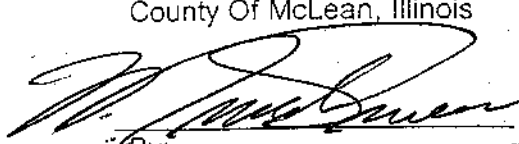
John Zeunik
County Administrator
McLean County, Law & Justice Center
104 West Front Street, 7th Floor
Bloomington, Illinois 61702

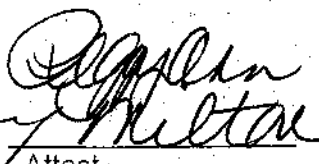
Bruce Cowans
Vice President
MAXIMUS, Inc.
60 Revere Drive, Suite 200
Northbrook, IL 60062

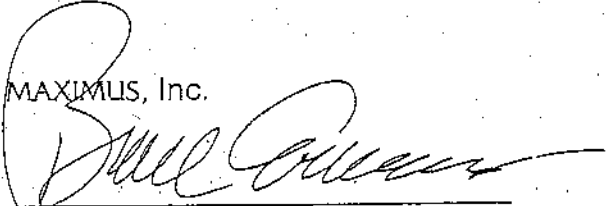
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

County Of McLean, Illinois

MAXIMUS, Inc.

By: 
Michael F. Sweeney
McLean County Board
Chairman

Attest

Peggy Ann Milton,
McLean County Clerk

By: 
Bruce Cowans, Vice President

McLean COUNTY, ILLINOIS
PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES
(Cost of Sheriff Fee Service Study)

October 2003

This proposal contains proprietary information.
Please contact MAXIMUS, Inc. before releasing any part of the proposal.

Contact: Bruce Cowans, Vice President
(847) 513-5508 Northbrook, Illinois
(217) 789-0041 Springfield, Illinois
brucecowans@maximus.com

I Updating Cost-Based Prices for Sheriff Fees Should Help the County to Develop New Revenue and Avoid an Unintended Taxpayer Subsidy

Executive Summary

- McLean County has taken advantage of an opportunity under Illinois law to set fee prices based on a cost study. It had our firm conduct such studies for the Sheriff in 1992 and 1997 and for the County Clerk in 2001.
- By now, the costs of the old Sheriff's study have grown. Unless a new study is done, the County is unintentionally subsidizing the cost increase with tax dollars. Fees may not be increased without a cost study.
- MAXIMUS has conducted or is conducting fee studies for approximately half of the counties in Illinois. No other firm is marketing this service across this state, but even if that were the case, MAXIMUS's prior familiarity with the 1997 Sheriff cost study would allow MAXIMUS to complete the study more efficiently.
- One option for this study would be to analyze the costs of county overhead as well. We did so in 1997 and those costs have clearly grown since that time. Nonetheless, we believe that we can use the results of the 1997 overhead analysis for this project – they understate the current cost, but capture a large portion of it. As McLean County has had a tendency in past studies to round prices down below the actual cost of serving the public, we do not see great merit in updating the 1997 overhead analysis at this time. The cost of additional professional fees to do so (\$10,250) does not seem worth it. If the County is interested in a more aggressive fee increase, the review of overhead costs may be worth the cost.
- This study would commence within two weeks of contract execution, require 8 weeks to complete and cost the County a fixed fee of \$9,250. If results parallel those of similar counties, the investment should be repaid tenfold or more.

Background

This project will determine if fee prices for certain Sheriff services are reimbursing the County. Based on our experience with other Illinois counties, we suspect that current fee prices do not pay for all costs that McLean County incurs to provide them. If the cost of the service exceeds the price paid by the customer, tax dollars must subsidize the fee service. For most counties, this is unintentional.

If the results are in the range of other Illinois counties, we expect the annual diversion of tax revenues to subsidize fee services to be tens of thousands of dollars annually, if not more.

Historically, State law set prices for fee services. In 1989, State laws setting fee prices for certain Sheriff, County Clerk and Recorder services were amended to allow services to be priced based on a cost study. Counties may enact ordinances based on these studies to supersede the statutory price.

We have served the following Illinois counties:

MAXIMUS Experience with Illinois County Fee Studies

Indicates year study performed – multiple entries indicate years of original and updated studies

	County	Sheriff	County Clerk	Recorder	Central Service Cost Allocation Plan (Detailed overhead cost study)	Other
1	Adams	2003	2003	2003		
2	Boone	2002				
3	Bureau	1997, 2001				
4	Champaign	2003	2003		2003	
5	Christian	2003	2003			
6	Clark	2003	2003	2003		Animal control – 2003
7	Coles	2003	2003	2003		
8	Cook	1997			1996, 1998	1996 - all legal system departments
9	Cumberland	2003	2003			
10	Crawford	2003	2003	2003		
11	DeKalb	1992, 2000	1992, 2000		1992	
12	DeWitt	1998				
13	Douglas	2002	2002			
14	DuPage	1993, 1997, 1999, 2002	2001	1994, 2001	Annually	Janitorial contract 2002, Building, zoning & stormwater 2003
15	Edgar	2003	2003			
16	Ford	2002	2002	2002		
17	Fulton	2000	2003			
18	Henry	2002	2002			
19	Iroquois	1997, 2002				
20	Jackson	2002	2002	2002		
21	Jefferson	2003	2003			
22	Kane	1991, 2000	1991, 2003		1991, 2000, 2003	
23	Kendall	2000, 2002	2001	2001		GIS – 2003
24	Knox	1998				
25	LaSalle	2001	2001	2001	2001	
26	Lee	2003	2003	2003		
27	Livingston	2001	2002			

The Illinois laws permitting these fee studies reference a Federal regulation (US Office of Management & Budget Circular A-87). According to this regulation, "cost" includes support from other county offices. By determining the cost of overhead and including it as a cost of fee services, many departments and services that were always assumed to run surpluses can be shown to actually operate at an unintended cost to the taxpayer.

We follow the Circular A-87 methodology to produce a study comparing the cost of a fee-funded service to current fee revenue. Nationally, our firm performs 1,200 A-87 method studies a year for state and local government agencies.

II APPROACH

Illinois laws authorizing cost-based fee studies refer to US Office of Management & Budget Circular A-87:

All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.

We would use A-87 definitions in a study of McLean County. The method, though more complex than most counties would use, provides better documentation and better cost recovery.

Identify Costs of Eligible Fee Services Designated by the Sheriff

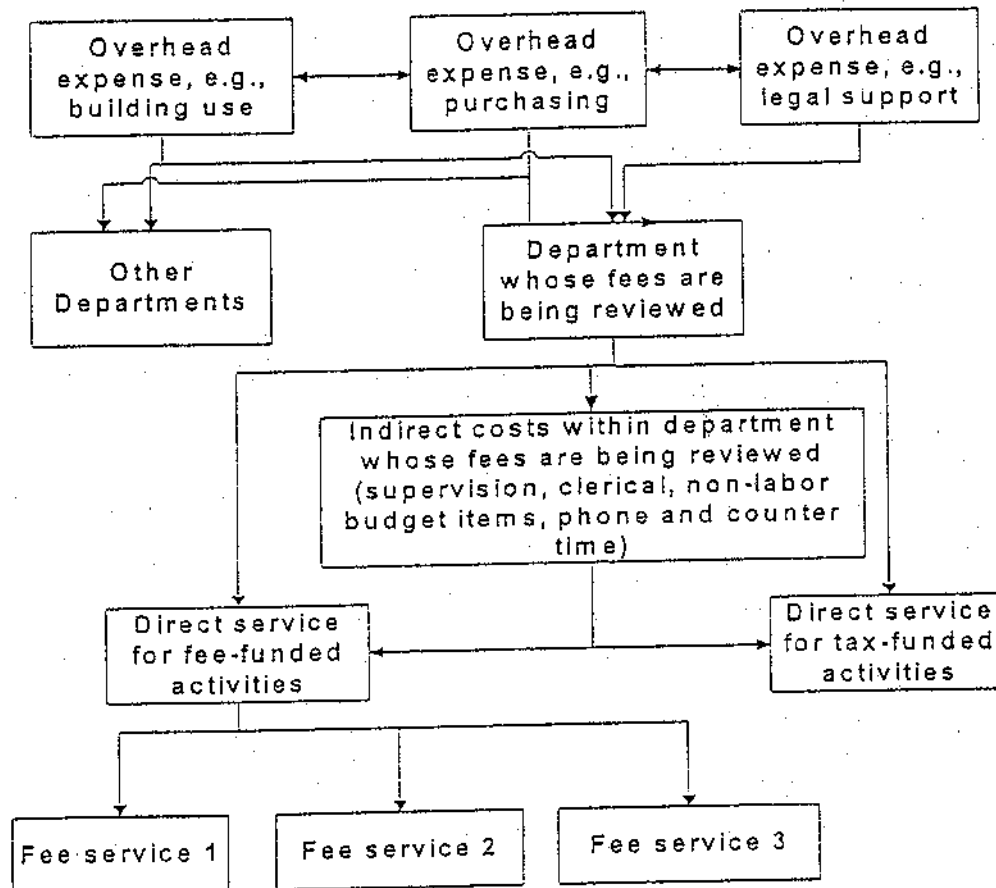
Our first visit to the County requires approximately a half day to a day onsite to collect data and conduct interviews. We build the cost model in our offices over the weeks following that first meeting.

First, we ask the Sheriff or his or her representative to identify the specific services to be studied from the relevant statutes. The statutes give a County the ability to examine a large number of services. In our experience, some services may not be worth reviewing, as they are performed very infrequently, have no paying customers, or present no opportunity for a revenue adjustment.

When the list of services is defined, we begin developing a model to account for and document the cost of each service. This model requires the following information:

- The number of times per year each service is performed, with detail on the number or percent of customers actually charged for the services (department to supply)
- Expenditure information (to be obtained from the budget and payroll)
- Current prices charged (department to supply)
- Labor effort by job title and service (to be obtained by interviewing staff from each department)
- Details on compensated absences accrued, so that fee service customers can make proportionate contributions to the expense of paid leave
- Usage of non-labor budget line items by service (to be obtained by interviewing staff from each department)

The basic flow of direct and shared expenses that we document is shown below:



Develop Report We will review our draft report in person with the Sheriff or his representative to confirm the accuracy of assumptions, facts and calculations. It is likely that the model will need editing.

In our experience, a study of this magnitude requires not more than 24 hours of professional time after delivery of the draft report to conduct any follow-up data collection and analysis, and make changes to the model. Hence, we base this proposal on that level of effort.

Setting fee prices is a policy matter for the County Board. Typically, our clients round down the price to a number more easily remembered (e.g., \$25, vs. \$27.89).

Our final report will contain the model and a narrative section that explains our approach and a template for the County to use in drafting an ordinance to implement new fees. Illinois law requires that a copy of the cost study be on file with the County Clerk for inspection.

The Sheriff's Department will need to spend approximately one week of staff time over the course of the study to support our need for interviews, data collection and review of our draft report and preparation for its discussion of our report with the Board. Most of the time that we spend on the study is in building and refining the cost documentation in our offices and does not require staff time from the client. Typically, we do not attend the Board meeting to present the report, as our narrative report is sufficient documentation.

III QUALIFICATIONS AND STAFFING

MAXIMUS, Inc. is a national management consulting firm dedicated to "Helping Government Serve the People." We serve only public sector clients. We are not auditors, but providers of specialized cost accounting and management consulting services of types not generally provided by other firms.

Our firm was founded in 1975. It is a public company, listed on the New York Stock Exchange. We maintain approximately 130 offices in the United States, employ more than 5,500 people and serve more than 5,000 public agencies annually.

The following are among a few of our recent fee study references:

Client	Contact
St. Clair County	Dr. Dan Maher, 618-277-6600, ext 207
Peoria County	Donna Schwab, Budget Director 309-672-6056
Sangamon County	Ryan McCrady, County Administrator, 217-753-6650
Champaign County	Deb Busey, County Co-Administrator, 217-384-3776
Macon County	Steven Bean, County Clerk, 217-424-1305

Bruce Cowans, who has directed our other Illinois county fee studies, would direct our work in this project. Jeff Gossrow, a manager of our firm, may assist. The work will be conducted by either of these two who is available at the time when the County ultimately approves this project.

IV PROFESSIONAL ARRANGEMENTS

Having prepared this type of analysis for many other counties, we are able to estimate the level of effort with a high degree of confidence. Thus, instead of invoicing based on hourly rates, we propose to invoice our work as a fixed fee, which would include all professional fees and expenses required to perform this work.

The schedule for a typical study is shown below:

Task	1	2	3	4	5	6	7	8
First onsite visit (data collection and interviews)	X							
Develop first draft of cost models		X	X	X				
Second and final onsite visit to present and explain draft reports					X			
County reviews draft data (one week for review after our second visit)						X		
Make requested changes and prepare final report							X	X

If the County is able to provide the data that we require and review our draft report according to this schedule, then it should expect a final report at the end of eight weeks after our onsite work commences. We recognize that this is not always possible and to avoid the effort required to amend a contract for that reason, our proposed agreement allows for 10 weeks to complete the work. If the County adheres to this schedule, the project will be completed according to the schedule shown above.

The County will have additional work to do after we have delivered its report. It must decide whether to increase fees where the study finds current prices to be inadequate. If so, it must also decide the amount of the increases, prepare and approve an ordinance. We will provide information in a format that will help the County to draft an ordinance.

Our fee is a fixed fee of \$9,250, which includes the professional services and travel expenses for two onsite visits.

We would invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. Should the County not provide comments on the draft report within three weeks of receiving it, we will reissue the report as final.

Exhibit 1 is a copy of our proposed agreement. We will commence work within two weeks of receiving an executed copy of this agreement.

Members Renner/Owens moved the County Board approve the Request for Approval of an Agreement to Provide Professional Consulting Services to the County of McLean, Illinois – Sheriff's Fee Service Study. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et. seq., as amended; and,

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and,

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2004, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this ____ day of _____, 2003 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

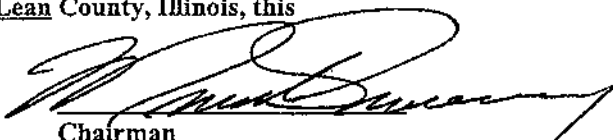
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this county in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist State's Attorneys in the discharge of their duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2004, commencing December 1, 2003, and ending November 30, 2004, by hereby appropriating the sum of \$27,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2004.

Passed and adopted by the County Board of McLean County, Illinois, this
____ day of _____ 2003.

ATTEST: 
County Clerk


Chairman

STATE'S ATTORNEYS APPELLATE PROSECUTOR



NORBERT J. GOETTEN
DIRECTOR

PATRICK DELFINO
ASSISTANT DIRECTOR

725 SOUTH SECOND STREET
SPRINGFIELD, ILLINOIS 62704
(217) 782-1628

DEPUTY DIRECTORS

SECOND DISTRICT:
MARTIN P. MOLTZ

THIRD DISTRICT:
LAWRENCE M. BAUER

FOURTH DISTRICT:
ROBERT J. BIDERMAN

FIFTH DISTRICT:
STEPHEN E. NORRIS

BOARD OF GOVERNORS

FIRST DISTRICT:
RICHARD A. DEVINE
STATE'S ATTORNEY
COOK COUNTY

SECOND DISTRICT:
PAUL A. LOGLI
STATE'S ATTORNEY
WINNEBAGO COUNTY

JOSEPH E. BIRKETT
STATE'S ATTORNEY
DuPAGE COUNTY

THIRD DISTRICT:
MARSHALL E. DOUGLAS
STATE'S ATTORNEY
ROCK ISLAND COUNTY

KEVIN LYONS
STATE'S ATTORNEY
PEORIA COUNTY

FOURTH DISTRICT:
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STATE'S ATTORNEY
MORGAN COUNTY

JOHN SCHMIDT
STATE'S ATTORNEY
SANGAMON COUNTY

JERRY HOOKER
STATE'S ATTORNEY
BROWN COUNTY

FIFTH DISTRICT:
GARY DUNCAN
STATE'S ATTORNEY
JEFFERSON COUNTY

ROBERT HAIDA
STATE'S ATTORNEY
ST. CLAIR COUNTY

725 SOUTH SECOND STREET
SPRINGFIELD, ILLINOIS 62704
(217) 782-1628
FACSIMILE MACHINE (217) 782-6305

PAUL A. LOGLI
CHAIRMAN

September 26, 2003

Honorable William A. Yoder
State's Attorney of McLean County
McLean County Courthouse
104 West Front Street, Room 605
Bloomington, Illinois 61701

Dear State's Attorney Reynard:

The Board of Governors of the State's Attorneys Appellate Prosecutor has voted not to increase your county contribution for this fiscal year. Thus, your county contribution for FY04 will be the same as FY03. The amount due from your county is listed on the enclosed billing statement.

In consideration of your contribution, our Agency is ready to serve you in the following areas:

1. Criminal and civil appeals;
2. Assistance at trial and appeal of tax objection cases;
3. Labor matters arising under the Illinois Public Labor Relations Act;
4. Specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture; and
5. Comprehensive training programs provided by our Continuing Legal Education Division for prosecutors, consisting of specialized seminars, case law and legislative Newsletter, and the Uniform Complaint Book available in hard copy and/or CD-ROM format.

RECEIVED

SEP 29 2003

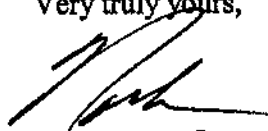
STATE'S ATTORNEY'S OFFICE
MCLEAN COUNTY

In addition, Public Act 92-0683 allows attorneys employed by our Agency to assist State's Attorneys, upon request, with trial level prosecution. The law also allows our attorneys to act as Special Prosecutors if duly appointed to do so by the Court; therefore, if a conflict of interest arises in your office, and an independent, detached review and prosecution by outside counsel is appropriate, our Special Prosecution Unit can assist you.

For your use and convenience, I am enclosing a sample resolution to be presented to your county board for consideration. When the enclosed resolution is approved, or one similar to it, please return an executed copy to our office.

Let me know if you require a Deputy Director, the Assistant Director, or me to appear before your county board. I want to thank you for your interest in our Agency's program, and I look forward to working with you in the upcoming year.

Very truly yours,



Norbert J. Goetten
Director

NJG:slk
enclosure

Members Renner/Cavallini moved the County Board approve the Request for Approval of a Resolution in Support of the Services Provided by the Office of the State's Attorneys Appellate Prosecutor – State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

E*Justice System™

Work Order #12

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #12

This is a Work Order which defines Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and NORTHROP GRUMMAN.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To conduct an additional JAD session at the County's request for the purpose of gathering additional Juvenile Detention and Juvenile Probation requirements in accordance with Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the System.

Activities to be performed:

NORTHROP GRUMMAN will perform the following services:

- Conduct a kick-off meeting and Juvenile JAD session at the County's request to identify the additional software enhancements required to incorporate Juvenile Detention and additional Juvenile Probation functionality into the E*Justice System.
- Prepare and deliver the Deliverable Materials set forth below.
- Software development and implementation of any enhancements identified and subsequently approved for implementation by the County as a result of this Work Order shall be performed following mutual agreement on price, scope and schedule for implementing said enhancements.

Deliverable Materials:

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order.

- JAD session meeting minutes for Juvenile Detention and Juvenile Probation.
- Functional Requirements Definition Document for Juvenile Detention and Juvenile Probation
- Fixed Price Proposal for the development and implementation of the Juvenile Detention and Juvenile Probation enhancements as approved by the County for the E*Justice System.

Work Order Price:

In accordance with Attachment 2, Pricing and Milestone Payments, of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$260,000 (Two Hundred Sixty Thousand Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY \$260,000 (Two Hundred Sixty Thousand Dollars) in one invoice at the initiation of the work order, per the terms of Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK
NORTHROP GRUMMAN
ACCOUNT # 01310801
P.O. BOX 8500-S-6365
PHILADELPHIA, PA 19178-0001

Completion Date:

Upon execution of this agreement, the Services in this Work Order shall begin on or before December 1, 2003 and shall be completed no later than March 31, 2004.


Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.


This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

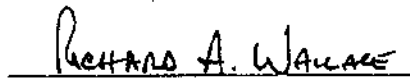
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.
12011 Sunset Hills Road
Attn: VAR1/6C38
Reston, VA 20190


McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701


Signature / Date


Signature / Date


Printed or Typed Name

Printed or Typed Name


Title

Title

Members Renner/Selzer moved the County Board approve the Request for Approval of Work Order No. 12 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Court Services Department - Juvenile Detention Integrated Justice Information System Module – Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is found on pages 193-220.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, stated the following:

**FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Tom Kirk, in case 03-05-S, a part of parcel number (05) 21-15-151-012. He is requesting a special use to allow a Solid Waste Collection/Processing Facility-Recycling and Mulching Facility in the M-2 General Manufacturing District on property which is part of Section 15, Township 23N, Range 2E of the 3rd P.M. and is located in Bloomington Township approximately 450 feet east of Bunn Street and approximately 800 feet north of Hamilton Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 7, 2003 and November 4, 2003 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 2.9 acre property was formerly a railroad right-of-way and has 332 feet of frontage on the east side of Tri Lakes Road which is an oil and chip road 18 feet in width. The property is relatively flat and slopes to the south and east.

SURROUNDING ZONING AND LAND USES - The property is in the M-2 General Manufacturing District and is surrounded on all sides by land in the M-2 District. The land to the north is used as a salvage yard. The land to the south is vacant. The land to the east is occupied by the Tri Lakes Recreation Conservation and Recreation Club. The land to the west is in part vacant and in part used for commercial uses.

ANALYSIS OF SEVEN STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the seven standards contained in Article 8 Section 803 (Standards for Special Use Permits) of the McLean County Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to recycle material from construction and renovation sites from around the Bloomington/ Normal Area. The applicant will have two grinders located on this property. The applicant will use water to control the dust that is generated by the grinders. The proposed recycling facility will likely be an asset to the community by recycling useable materials that would otherwise end up in the landfill. In the next five years, the applicant proposes to construct a building that will be used to separate and recycle materials. The applicant agrees to provide storm water plans before any construction of the building begins.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is surrounded by the M-2 General Manufacturing District. The applicant will access this property from Hamilton Road and will build a nine foot high fence and wall around the perimeter of the property within six months.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The perimeter of the property will be surrounded by concrete blocks and a private fence that will be nine feet in height. The tall fence and wall will likely screen the recycling activities from surrounding properties.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well in order to provide water for dust control. The property has 332 feet of frontage on the east side of Tri Lakes Road. The applicant has agreed to pave only a small portion of this property in order to reduce any run off during storm events.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The property will have an access easement over the property directly to the south that connects to Hamilton Road. The applicant will use the Hamilton Road entrance for all truck access to the property.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the M-2 General Manufacturing District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the M-2 General Manufacturing District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the following conditions are met:

- 1) The property is properly subdivided;
- 2) A fence/wall nine feet in height is installed within six months and is in place before any grinding takes place on the property;
- 3) A water hydrant is installed on the property for dust control within six months;
- 4) Grinding is limited to 8:00 a.m. to 5:00 p.m. Monday thru Friday; and
- 5) Hours of operation are limited to 6:00 a.m. to 8:00 p.m. Monday thru Friday and Saturday 8:00 a.m. to 12:00 noon.

Therefore this Board recommends that a special use be granted on the property described above to allow a Solid Waste Collection/Processing Facility-Recycling and Mulching Facility in the M-2 General Manufacturing District provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided the above listed conditions are followed.

ROLL CALL VOTE - The roll call vote was four members for the motion to recommend approval, Member Jacobs was opposed and Member Williamson voted present.

Respectfully submitted this 4th day of November, 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

Sally Rudolph, Chair
Kevin Jacobs, Alternate
Joe Elble
Michael Kuritz
Jerry Hoffman
Dale Williamson, Alternate

Members Gordon/Moss moved the County Board approve the Request for Approval of the application of Tom Kirk, in case 03-05-S. The applicant is requesting a special use to allow a Solid Waste Collection/Processing Facility-Recycling and Mulching Facility in the M-2 General Manufacturing District on property which is located in Bloomington Township approximately 450 feet east of Bunn Street and approximately 800 feet north of Hamilton Road. Clerk Milton shows the roll call vote as follows: Segobiano-no, Selzer-yes, Sorensen-yes, Ahart-yes, Bass-yes, Berglund-yes, Bostic-no, Cavallini-yes, Dean-yes, Gordon-yes, Hoselton-no, Kalapp-no, Moss-yes, Nuckolls-no, Owens-no, Rackauskas-no, Renner-no, Harding-present. Motion approved nine to eight with one voting present. Member Hoselton stated the following: regarding the statement "provided the following conditions are met" if the gentleman who made the application does not meet this criteria, will that bring this back to the Board? Member Sorensen stated the following: I am looking at a note from Brian Hug and I am sensing that there is some additional information that needs to come before this Board. Members Sorensen/Cavallini moved the County Board reconsider this matter. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Sorensen stated the following: just as a point of order, the original motion is back on the floor. With leave of the Board I would like to ask that Mr. Hug address the Board regarding the memo that was distributed to us this morning and then we will allow additional discussion. Mr. Hug stated the following: the memo you received is to advise you that the State Legislature changed the requirements for the Zoning Board of Appeals. Historically, our Zoning Board of Appeals, based on State Statute, required a five-member vote to send a recommendation to the County Board, regardless if it was a vote up or down. The Legislature, apparently very quietly, changed that to a four vote, four out of seven, to send a positive or negative recommendation to the Board. I look through the Statutes often and didn't pick it up, the Zoning Office didn't pick it up, in fact very few people picked it up when it was passed. Apparently, the County Zoning Officials Association wasn't aware of it either. Basically, the requirement for positive recommendation from the Zoning Board of Appeals by State Law is four positive votes. The County Board draws its authority from the State Legislature so we are stuck with what the State has done. We will be processing the change in our Ordinance in the next couple of months. Member Sorensen stated the following: basically, Mr. Hug, what you are saying is that the action taken by our Zoning Board of Appeals was to recommend approval of this case to the Board with their four positive votes. Mr. Hug stated the following: that is correct. They weren't aware of the Statute, but based on Statute that is the recommendation. Member Owens stated the following: I think Member Hoselton brought up a good point. If we approve this and the criteria is not met will we be told, or once it's done is it done? Mr. Hug stated the following: I am not aware of all the conditions that have been placed on them. Normally, some of the conditions have to be met before the Zoning Board will approve a recommendation. If you desire that the special use expire or be eliminated at the time they fail to comply with the condition you may add that at this time. Mr. Dick stated the following: typically the conditions that are attached to a special use case need to be in place before the occupancy permit can be issued for that use. Member Kalapp stated the following: we're aware that this is a manufacturing district but the hours of operation are limited from 6:00 a.m. to 8:00 p.m. If this is a grinding operation, I believe that there is going to be a tremendous amount of

noise involved. I may be wrong but that is my assumption. Though it is not near residential areas, sound migrates. It's going to be supposedly behind a nine-foot concrete block fence. Will that be done within six months or will that be before the authorization is permitted. Mr. Dick stated the following: the fence would have to be in place before they would do any grinding. That is one of the conditions. Member Kalapp asked the following: what about the limitation of hours of operation? Mr. Dick stated the following: those were the hours that were attached to the condition. If they operate before or after that then they are in violation and we would be notified of that. Member Segobiano stated the following: you said that the fence and the hydrant that were recommended will be in place prior to the start of the operations, is that correct. Mr. Dick stated the following: prior to the start of the grinding operations, yes. Member Segobiano stated the following: the residents in that area complained bitterly about the noise and the dust. They've been planning this and they asked for a special use permit. I certainly think the entire operation should have the fencing for those peoples' sake. After all, it is their quality of life that they are concerned about. Member Gordon stated the following: I think we need to be very careful in the content of the remarks made here. We don't want to be lapping over into what is properly the hearing process that, at least at this point, has been concluded before the Zoning Board of Appeals. I was surprised that after a matter came before us on which there was virtually no discussion, we were as closely divided as we were. If there are questions to be raised, we can raise the questions, but we have to be very careful about making assertions otherwise we could lap over into the hearing process which we do not have legal authority to do at this time in this forum. If we seek further information, one possibility would be to refer it back to the Zoning Board of Appeals for further hearing. Then of course you would have an obligation as individual Members to attend that hearing and make sure that we hear what they hear. But, in this forum, we have to be very cautious about making statements that might bring us under the legal umbrella of an obligation for the other side to be heard. Member Bostic stated the following: I would make the motion to send this back to the ZBA since there was a question regarding the number of votes needed. It was going to come to us with no recommendation and because of the State it came to us with a recommendation. There seems to be plenty of questions. I would like to see it go back to the ZBA for a public hearing where both sides are able to address the newer questions. Members Bostic/Rackauskas made a substitute motion to send this back to the ZBA. Member Gordon stated the following: I would point out only that the matter of the recycling facility has already been through two public hearings at the ZBA. Member Selzer stated the following: just a point on the substitute motion. I sat on the Zoning Board for ten years and if we are going to send it back to them then we had better tell them what we are looking for. If it is just so they know that the State law changed, then that is one thing but if you want them to re-open the hearing then I think we need to tell them why. We have a report of the findings and facts, which is what we are supposed to use in special use situations, that governs whether or not the standards are met. We have the testimony in here on all of the issues that seemed to have been raised. My question, from a Zoning Board perspective, is what do you want them to have at this hearing. What information are you looking for? I echo Chairman Gordon, anybody who wants to send it back has an obligation to be there then and tell them why. I am not sure we all read this because

many of the things that we have talked about today are right in this packet. Grinding will not start until the fence is up; the hours of operation for grinding are from 8:00 a.m. to 5:00 p.m., Monday through Friday, all of those questions. I guess I just want to know what you want the Zoning Board to do. Member Bostic stated the following: I guess my concerns come from sitting on the Land Use Committee. We try to formulate rules and regulations and address problems before they occur. We send applicants back, they begin their operation, the noise, the dust is greater, and the trucks coming in and out are greater than we anticipated. We look at that but we don't live there where the truck goes past our house day after day and the dust settling on our bushes and things like that. Maybe we need to take another look at it. If there is a problem that does come up and the outfit is not in compliance or the problems are greater than what we put restrictions on, we don't have a good handle to go back to them and tell them it's not as good as it should be if the applicant has fulfilled the letter of the law. Member Gordon stated the following: let me note a couple of things if I may. With regards to the memo from Brian Hug, this had been distributed previously to Members of the Land Use and Development Committee. I raised the possibility of it being distributed to the full Board really for information, simply for you to understand that the favorable recommendation is now, as a result of State Legislative action that had been taken prior to the Zoning Board of Appeals hearing, a four to one vote. Originally, this application was reported out from the ZBA with no recommendation. As far as the motion to refer back, I sympathize with some of the motives for that but I will call attention to the fact that on page 222 of the packet there are specifications, under Item 7, of what following conditions have to be met. As already noted, some of the questions that have been raised are answered there. There is also a reference in the paragraph following those five conditions, the phrasing starting at the third line of that last full paragraph, "provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations and provided the above listed conditions are followed." In other words, the role of the Director of Building and Zoning is built into the favorable recommendation that came from the Zoning Board of Appeals. My guess is that some "no" votes came after an absence of discussion that we are now having and I would recommend voting against the motion to recommit. The motion then would be before us again because we have moved to reconsider. I would favor keeping it here and not sending it back to the Zoning Board of Appeals. Member Sorensen stated the following: first of all, I absolutely agree with Diane Bostic. Member Bostic brought up a lot of very good points but they are not points specific to this case. They are points specific to frustration with the entire process. That said, I agree with Member Selzer more directly in that I have not heard anyone at this table describe specific tasks or facts that we felt were missing as a result of the ZBA's work. I agree that this should not be sent back to the ZBA. If you don't like the project, you should vote it down here. If you do like you should pass it. Chairman Sweeney stated the following: we have a Substitute Motion on the floor and that is to send this case back to the ZBA. Clerk Milton shows the roll call vote as follows: Segobiano-yes, Selzer-no, Sorensen-no, Ahart-no, Bass-no, Berglund-no, Bostic-yes, Cavallini-no, Dean-no, Gordon-no, Hoselton-no, Kalapp-no, Moss-no, Nuckolls-no, Owens-no, Rackauskas-yes, Renner-no, Harding-present, Sweeney-no.

Motion defeated fifteen to three with one voting present. Chairman Sweeney stated the following: now we have the main motion back on the floor to approve the application for Tom Kirk in case 03-05-S. If you vote yes you are in favor of the application and if you say no you are not in favor of the application. Clerk Milton shows the roll call vote as follows: Segobiano-no, Selzer-yes, Sorensen-yes, Ahart-yes, Bass-yes, Berglund-yes, Bostic-no, Cavallini-yes, Dean-yes, Gordon-yes, Hoselton-yes, Kalapp-no, Moss-yes, Nuckolls-yes, Owens-no, Rackauskas-no, Renner-yes, Harding-present, Sweeney-yes. Motion approved thirteen to five with one voting present.

Member Gordon stated the following: our General Report is found in your packet on pages 224-229.

REPORT OF THE COUNTY ADMINISTRATOR:
Mr. Zeunik, County Administrator, presented the following:



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

November 13, 2003

Memo to: The Honorable Chairman and Members of the McLean County Board

From: John M. Zeunik 

Re: Use of Proceeds from the Sale of the McBarnes Building for Pre-Trial Release and Electronic Monitoring Program

Per the request of Member Segobiano at Wednesday's Executive Committee meeting, I have prepared the attached analysis illustrating the use of the proceeds from the sale of the McBarnes Building to fund a Pre-Trial Release and Electronic Monitoring Program.

The first spreadsheet provides an estimate of the net proceeds to be realized from the sale of the McBarnes Building. Please note that as of November 13, 2003, the financial statements record an amount of \$101,601.60 due from the McBarnes Building to the County's General Fund. This amount reflects the balance due for the capital improvements made to the McBarnes Building in 1976 after the building was deeded to the County. The County Board approved the appropriation and expenditure of funds from the General Fund unappropriated fund balance to pay for the repair and renovation of the McBarnes Building. As of December 31, 2002, the audited financial statements for the McBarnes Building Capital Lease fund shows a deficit fund balance of \$72,561.00. This deficit reflects the difference between revenues received and actual expenses incurred in maintaining the building. In addition, since 1977, the General Fund has contributed \$135,453.00 via Emergency Appropriation Ordinance to Transfer Funds to cover extraordinary capital replacement expenses. Finally, Brian Hug, Civil Assistant State's Attorney, estimates that credits due to the buyer may total \$3,500.00 at closing. These credits are for pre-paid rent and utility reimbursements received from the tenants prior to the closing date. Therefore, the estimated net proceeds from the sale of the McBarnes Building are \$86,884.40.

Exhibit II illustrates four options for using the proceeds from the sale of the McBarnes Building to fund a six month pilot pre-trial release and electronic monitoring program beginning on July 1, 2004. The four options illustrate how specific line item accounts in the FY'2004 Recommended Budget could be reduced in order to fund this pilot program.

The Honorable Chairman and Members of the McLean County Board
November 13, 2003
Page Two

Both the Circuit Court and the Court Services Department have consistently stated during the budget review process that they do not support reducing or eliminating existing programs and services in order to fund a pre-trial release and electronic monitoring program. Therefore, option #4 proposes that 100% of the costs for a six month pilot program be funded using the proceeds from the sale of the McBarnes Building. It is worth noting that the estimated net proceeds from the sale of the McBarnes Building are not sufficient to fund a pre-trial release and electronic monitoring program for one year.

Exhibit III illustrates the costs for a six-month program and the annualized costs for a pre-trial release and electronic monitoring program. During the budget review process, the Circuit Court and Court Services have consistently recommended that, in order to measure the benefits derived from a pre-trial release and electronic monitoring program, the program needs to be funded for one full year.

If the Board decides to reduce the recommended appropriation in the Care and Support of Dependent Children line item and the Outside Prisoner Housing line item in the fiscal year 2004 budget, there is a risk that the total expenditures will exceed the reduced appropriation level. Historically, both the Care and Support of Dependent Children line item and the Outside Prisoner Housing line item have required budget amendments and/or transfers at year-end in order to fund the actual total expenditures incurred during the year.

From a public finance perspective, the net proceeds from the sale of a capital asset, i.e. the McBarnes Building, are treated as one-time revenues that the County will realize during the first quarter of FY'2004. If the Board elects to appropriate one-time revenues from the sale of the McBarnes Building for a new program in which more than 50% of the annual operating costs are personnel expenses, this one-time revenue source will quickly be exhausted. Historically, the County Board has been reluctant to commit one-time revenues to fund ongoing programs and services.

If the Board wishes to use the net proceeds from the sale of the McBarnes Building to address the overcrowding in the adult jail, a more fiscally prudent use of the McBarnes Building one-time revenues would be to remodel the lower level of the first floor of the Law and Justice Center to provide a larger work release facility. After the non-Justice offices move to the Government Center in 2004, space in the Sheriff's Department and adult Court Services could be allocated and remodeled to provide a larger, more efficient work release facility. By removing the work release and weekend detainees from the "hard" jail, there would be an immediate impact on the jail overcrowding.

Should you have any questions concerning this matter, please do not hesitate to call me at 888-5110. Thank you.

McBARNES MEMORIAL BUILDING

Proceeds to be Realized from Sale of McBarnes Building:

Purchase Price:	\$400,000.00
Amount due to General Fund as of 11/13/03:	\$101,601.60
McBarnes Capital Lease Fund Deficit: (per Audited Financial Statements 12/31/02)	\$72,561.00
Emergency Appropriation Ordinance from General Fund: Extraordinary Capital Expenses:	\$135,453.00
Estimated Credits due to Seller at Closing:	\$3,500.00
Deductions from Purchase Price:	\$313,115.60
Net Proceeds Realized from Sale:	\$86,884.40

EXHIBIT II
PRE-TRIAL RELEASE & ELECTRONIC MONITORING PROGRAM

Possible Revenue Sources: 6 Month Program beginning July 1, 2004

	Option #1	Option #2	Option #3	Option #4
In the Court Services Department Budget:				
(1) Decrease Care & Support line-item by 25%	\$50,000	\$62,000	\$0	\$0
(2) Decrease Care & Support by 31% / No Change to Outside Prisoner Housing				
(3) Fund Care & Support line-item at FY'2004 Recommended Level				
(4) Fund Care & Support line-item at FY'2004 Recommended Level				
In the Sheriff's Department Budget:				
(1) Decrease Outside Prisoner Housing line-item by 20%	\$12,000	\$0	\$0	\$0
(2) No Change to Outside Prisoner Housing / Increase Funding from Care & Support				
(3) Fund Outside Prisoner Housing line-item at FY'2004 Recommended Level				
(4) Fund Outside Prisoner Housing line-item at FY'2004 Recommended Level				
Recommend Approval of Sheriff's Fee Study:				
(1) and (2) and (3) Sheriff's Fee Study - Project Increase Bond Fee Revenues	\$14,000	\$14,000	\$14,000	\$0
(4) Project No Increase in Revenues from Bond Fees				
In the Supervisor of Assessments Budget:				
(1) and (2) Retain GIS Fee Revenues for County GIS Cadastral Maintenance	\$30,000	\$30,000	\$0	\$0
(3) Fund GIS Cadastral Maintenance line-item at FY'2004 Recommended Level				
(4) Fund GIS Cadastral Maintenance line-item at FY'2004 Recommended Level				
Total:	\$106,000	\$106,000	\$14,000	\$0
Total Costs for 6 Month Pilot Program (July 1, 2004 - December 31, 2004):	\$158,500	\$158,500	\$158,500	\$158,500
Projected Revenue Shortfall:	(\$52,500)	(\$52,500)	(\$144,500)	(\$158,500)
Appropriate Proceeds from Sale of McEames Building to Cover Revenue Shortfall:	\$52,500	\$52,500	\$144,500	\$158,500

EXHIBIT III
ELECTRONIC MONITORING
COSTS
GPS MONITOR @ \$8.00/DAY

40 Person Capacity	12 month program	6 month program	2nd 6 months
Equipment, Supplies & Monitoring			
Lease 45 units @ \$8.00	\$131,400	\$65,700	\$65,700
Monitoring Supplies	\$900	\$900	\$0
Phone lines for indigent offenders	\$800	\$400	\$400
Vehicle Operation/Maint.	\$2,400	\$1,200	\$1,200
	\$135,500	\$68,200	\$67,300
Staff			
4 Probation Officers @ \$31,800	\$127,200	\$63,600	\$63,600
Benefits	\$29,000	\$14,500	\$14,500
AOIC Training	\$2,400	\$2,400	\$0
	\$158,600	\$80,500	\$78,100
Supplies, Equipment			
Office Supplies	\$1,000	\$700	\$300
Computers	\$3,000	\$3,000	\$0
Phones	\$1,200	\$600	\$600
	\$5,200	\$4,300	\$900
Other Monitoring Costs			
Substance Abuse Test Materials	\$6,000	\$3,000	\$3,000
Program Evaluation	\$5,000	\$2,500	\$2,500
	<u>\$5,000</u>	<u>\$2,500</u>	<u>\$2,500</u>
Total	\$310,300	\$158,500	\$151,800
Cost per inmate day	\$21.25	\$21.71	\$20.80

Circuit Court of Illinois

ELEVENTH JUDICIAL CIRCUIT
McLEAN COUNTY

CHAMBERS OF
JOHN P. FREESE
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701

COUNTIES
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD



November 3, 2003

Chairman and Members
Justice Committee
McLean County Board
Law & Justice Center
Bloomington, IL 61701

RE: Pilot Pre-trial Release & Electronic Monitoring Program

Dear Chairman and Members of the Justice Committee:

On behalf of the Judges of the McLean County Circuit Court, it is our pleasure to communicate with you concerning the proposed pilot pre-trial release and electronic monitoring program pending before your Committee and the County Board.

Initially, it is the Judges' position that the funding of any pilot program should be paid outside of the regular line items that have already passed budget review and approval in the fiscal year 2004 budget. Accordingly, for a pilot program such as that contemplated, a one-time allocation from the Unappropriated Fund Balance of McLean County should be considered. If the pilot program demonstrates a success in the reduction of used jail space, then the renewal of the pilot program on a permanent basis would allow the Justice Committee and the County Board the opportunity to consider whether various line items in the then current year budget might be used, in whole or in part, to fund the permanent program.

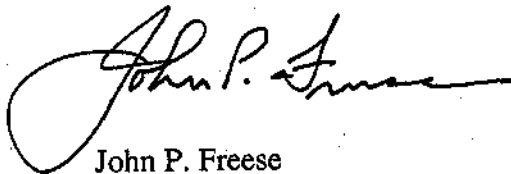
In the event that the Justice Committee and the County Board elect not to use monies from the Unappropriated Fund Balance, it is the understanding of the Judges that existing line items in various department budgets may be used to fund the pilot program. One suggestion that has been made by the County Administrator's Office is that some monies in the Court Services Department Care and Support line item be diverted to a pilot pre-trial program. While the Court and Court Services will attempt to live with any reduced budget in that line item, it is necessary to make clear that the needs of juveniles for placement and related programming is pre-eminent and, accordingly, expenses from that line item will be incurred—even if that means exceeding the reduced budget line item, if necessary.

It is important to be mindful of the fact that the Court Services Department is currently supervising approximately 1200 persons, of which about 800 are felony probationers. Court Services Director Castleman has had to reassign line staff to assist her pre-sentence investigation division in preparing written reports to the Court as a result of an increase in reports. The Judges are very concerned that the staff and resources of the Court Services Office are already over-burdened and that it will be counter-productive to initiate a pilot pre-trial program at the expense of existing programs. It is critical that any staff for the pilot program be hired outside of current Court Services staff as existing staff does not have the ability to perform the additional function of pre-trial monitoring.

Finally, it must be understood that any pilot pre-trial program must be funded for a minimum of one year in order to insure any measure of success and prediction of future benefit to the County. A program funded for less than one year will, in our opinion, be doomed to failure and will not provide sufficient information from which a decision can be made as to the future benefits of that program.

Thank you for this opportunity to communicate our thoughts on this matter. Should you have any further questions, we would be happy to respond to your inquiries.

Very truly yours,



John P. Freese
Chief Circuit Judge
Eleventh Judicial Circuit



Elizabeth A. Robb
Presiding Judge, Criminal Division
McLean County Circuit Court

Mr. Zeunik stated the following: at the Executive Committee meeting, last Tuesday, I was asked to provide a summary to the Board of the proceedings and possible uses of the proceeds from the sale of the McBarnes Building. On page 232 of your packet, there is a summary which illustrates the proceeds. The contract sale price, which was approved this morning by the County Board, was \$400,000.00. As all of you know, back in 1976 the McLean County Board accepted title to the McBarnes Building and agreed to provide funding from the County's General Fund to renovate the building after a fire in 1972 had damaged it and left it vacant for nearly four years. The understanding back in 1976, pursuant to the lease agreements that were entered into between four tenants in the building: the McLean County Historical Society, the United Way of McLean County, Path, and the Comprehensive Employment Training Program, was the amount funded by the County to renovate the building would be paid back over a thirty year period. As of November 13, 2003, the amount still due to the General Fund, and this is recorded on our financial statements so this does represent a liability, is \$101,601.60. The McBarnes Capital Lease Fund, which is Fund 0350, as of December 31, 2002, which was the last audited financial statement, shows a deficit in that fund of \$72,561. Both of those liabilities are recognized on our financial statements and both of those need to be addressed through the proceeds realized from the sale. After the Executive Committee meeting, a Board Member asked me if it would possible to determine what additional monies had been spent since 1977 on the McBarnes Building through emergency appropriation ordinances basically transferring money out of the General Fund to cover extraordinary expenses that the County incurred between 1977 and the present. County Auditor Jackie Dozier and her staff went back to 1977 and came forward to the present and determined in that period of time the County Board has approved \$135,453 in emergency appropriations for specific repairs to the McBarnes Building which were not covered by the McBarnes Building operating budget or through the rent that was paid by the tenants in that building. That amount is not recognized on the financial statement so that does not appear as a liability. That is strictly for information based on the request of a County Board Member. In discussions with Brian Hug, he provided an estimate to me last week of approximately \$3,500.00 which he thinks may involve some credits typically involved, depending on what the closing date is, pre-paid rent, pre-paid utilities, and the like would be due at closing. The sum total of those figures is \$313,115.60. The \$135,453 is not reflected on the financial statements that money is money that has already been spent. It hasn't been retained as a liability so that money could be added to give us a total of \$222,337.40. Then on the following page, page 233 we provided you with some information that was provided to the Justice Committee basically outlining four different options that would be available to the Justice Committee and the County Board should they choose to use any portion of the proceeds from the sale of the McBarnes Building to fund a pre-trial release or electronic monitoring program. Finally, on page 234 is the cost summary which again was provided to the Justice Committee. This does reflect utilizing the GPS monitors which were referenced earlier in the meeting by the testimony offered by the League of Women Voters. This shows the cost for a twelve-month program and then is broken out into a six-month program and then a second six months. The first six month cost is slightly higher because of the need to capitalize the equipment cost we need up front. Then we also provided to the Committee a letter that was distributed to the Justice Committee from Chief Judge John Freese and

Judge Elizabeth Robb who is the sitting judge who has oversight over the Circuit Court's budget. Hopefully that addresses the questions which were raised at the Executive Committee meeting. I would be happy to answer any questions. Member Segobiano stated the following: I simply brought this question forth in the Justice Committee meeting based on all the hard work put forth by the League of Women Voters. I know the Justice Committee had problems trying to find the necessary funds. I want to thank John Zeunik for such a well prepared process for letting us know exactly what we can do and what had been spent over there. I think we have a two-fold situation. I think it is something that we need to look at and in this tight budget session that we are encountering. We need money for capital expenditures in our five-year program. I would hope we would take the information that Mr. Zeunik has provided to us today as well as the approval of the consulting service for the Sheriff's Department and send it all back to the Justice Committee for a good analysis as to what can be done with the proceeds that would best benefit the taxpayers. If they choose not to use proceeds from the sale of the McBarnes Building at least earmark those increased fees from the Sheriff's Department, should they become a reality, to see that this monitoring system has some source of revenue so that we can implement this. It is sort of like giving ourselves a grant and treating it like all other grants. If it proves successful, we need to find a way to continue to fund it. If it proves not to be successful then it expires, but I would hope that if there is any discussion on the floor of the Board we would keep in mind we have both proposals to go back to the Justice Committee for consideration. Member Owens stated the following: if we go back into minutes of the Property Committee meetings, my understanding is that various Committees can't earmark funds. If you look on page 133, it states that Member Selzer asked the Committee to include direction for the funds received from the sale of the McBarnes Memorial Building. This money should be earmarked for capital improvements for County properties. Was that a separate motion or was it part of the motion that that money be earmarked? Member Selzer stated the following: we were looking at improvements to the courthouse and other things and I was told at the time that you really can't earmark funds. We can take money out of the unappropriated fund balance and spend it tomorrow if we want so all of those dollars went back to the unappropriated fund balance. I am sure that Justice has a need, Property has need, Transportation has need so as long as the full Board voted for it, as it was explained to me, you can tap into the unappropriated fund balance. Mr. Zeunik stated the following: it wasn't a separate motion at the Property Committee. The motion that is reflected on page 133 is the motion to recommend approval of the sale of the McBarnes Building. Member Selzer stated the following: it was explained at the Property Committee meeting though that it wasn't an option for us to earmark funds into the unappropriated fund balance because then it wouldn't be unappropriated. We would be appropriating those funds for something. That was why that motion was not made. Otherwise, I would have made it. Mr. Zeunik stated the following: the only way that you could do that would be through amendments to the five-year capital improvement budget. You would bring recommendations of specific projects to be funded through the five-year capital improvement plan and then in bringing those projects forward, indicate what the funding source is. With Committee and Board approval, that would then be reflected in the five-year plan.

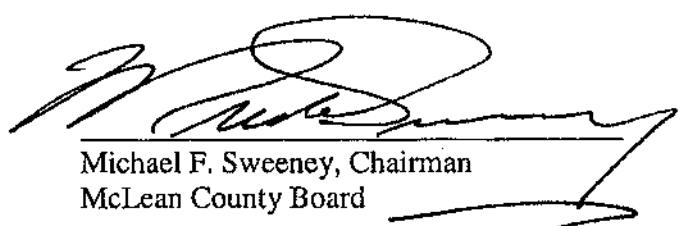
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

November 18, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$194,340.23	\$194,340.23
Finance		\$1,675,094.28	\$1,675,094.28
Human Services		\$427,430.08	\$427,430.08
Justice	\$9,846.84	\$1,707,589.82	\$1,717,436.66
Land Use		\$36,458.02	\$36,458.02
Property		\$2,381,125.79	\$2,381,125.79
Transportation		\$663,911.60	\$663,911.60
Health Board		\$415,208.32	\$415,208.32
Disability Board		\$46,310.17	\$46,310.17
T. B. Board		\$17,758.73	\$17,758.73
Total	\$9,846.84	\$7,565,227.04	\$7,575,073.88

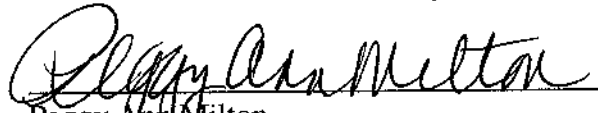

Michael F. Sweeney, Chairman
McLean County Board

Members Berglund/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Ahart/Selzer moved for adjournment until Tuesday, December 16, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:52 a.m.

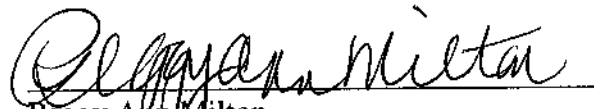
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of November, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of December, 2003.


Peggy Ann Milton
McLean County Clerk